

NEWTOWN CREEK SUPERFUND SITE
RESPONSE TO REQUEST FOR INFORMATION PURSUANT TO THE
COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND
LIABILITY ACT, 43 U.S.C. §§ 9601-9675

Maspeth Avenue LLC, Pebble Lane Associates, Emilio & Sabatino Lamanna

RESPONSES TO REQUEST FOR INFORMATION
UNDATED BUT RECEIVED JULY 11, 2013

I. GENERAL OBJECTIONS

1. 57-00 Maspeth Avenue LLC, Pebble Lane Associates, Emilio & Sabatino Lamanna jointly and severally (collectively "Companies" or "Respondents"), object to each request ("Request(s)") for information contained in the letter, dated March 20, 2013, from the Office of Regional Counsel of the United States Environmental Protection Agency ("EPA") to 57-00 Maspeth Avenue LLC, Pebble Lane Associates, Emilio & Sabatino Lamanna to the extent that it seeks to impose requirements or obligations greater than those provided under Section 104(E) of CERCLA, 42 U.S.C. § 104(E).

2. Respondents object to each Request to the extent that it may seek information which is protected by the attorney-client privilege or any other applicable privilege or doctrine.

3. Respondents object to each Request to the extent it seeks information and documents already within the possession, custody, or control of the United States Environmental Protection Agency (hereinafter, "Agency"), or any governmental entity affiliated or associated with the Agency.

4. Respondents object to each Request to the extent it seeks information not within Respondents' possession, custody, or control.

5. Respondents object to each Request to the extent it may be overly broad and burdensome, vague, seeking matter not material and necessary, and seeking responses from entities that are not a party to this action.

6. Respondents object to each Request to the extent it seeks identification or production of material and documents available as a matter of public record.

7. Respondents reserve the rights to correct errors, interpose supplemental objections, and provide supplemental answers, should additional information or documents responsive to these requests be discovered.

8. In responding to these Requests, in the event of any legal or

administrative proceeding, Respondents expressly reserve their right to object to the admission into evidence of any and all information made available in response to any Request on any ground.

II. RESPONSES

All Responses provided herein are derived from a review of files, which is ongoing. At this early stage, all Responses are made upon information and belief and subject to the objections and reservations set forth herein.

Section 1.0 Company Information

1.

57-00 Maspeth Avenue LLC

- a. 57-05 47th Street
Maspeth, New York 11378
- b. Filed in New York State on April 28, 1998
- c. Mary Jean Lamanna, Managing Member
- d. N/A
- e. N/A
- f. Simply holds title to portion of the land underlying the Facility. Mary Jean Lamanna is the wife of Sabatino Lamanna.

57-00 Maspeth Avenue Corp.

-The company has little to no information concerning 57-00 Maspeth Avenue Corp. We believe it was formed and never used and is a non-operating company. It was declared inactive by NYS in 2001. [This submission will no longer refer to the closed corporation.]

2.

- a. 57-00 Maspeth Avenue LLC simply holds title to portion of the land underlying the Facility. Mary Jean Lamanna is the wife of Sabatino Lamanna.
- b. The companies could not have acquired ownership or operational interests in the Facility prior to 1998 when the property upon which the Facility sits was acquired by 57-00 Maspeth Avenue LLC. Prior to 1998, a small portion of the property was used to stockpile and screen top soil. There was no trucking, parking or maintenance associated with this small top soil operation. This may be the activity that is referred to in the letter, undated but received on July 11, 2013. We do not have possession of a deed for that property other than the deed recording the transfer in 2008 of the lot from Emilio Lamanna to Sabatino Lamanna annexed as Exhibit "A". Family trucking operations at that time [Alfredo Lamanna Trucking, Sandimo Materials, Inc., Rual Trucking Co., Inc. and later Almar

- Supplies, Inc.] operated at locations other than the Facility.
- c. We do not have possession of deeds for the Facility other than the deed recording the transfer in 2008 of Block 2601, Lot 1, from Emilio Lamanna to Sabatino Lamanna annexed as Exhibit "A".
 - d.

57-00 Maspeth Avenue LLC	1998
PLA Lamanna	non-operating
Pebble Lane Associates, Inc.	1998
Pebble Lane Holdings, LLC.	Non-operating
Brookville Enterprises, Inc.	trucking company, 1998
Alfredo Lamanna Trucking, Inc.	trucking company, 1998
Island Transportation Corp.	owner until 1998

Prior to 1998, a small portion of the property was used to stockpile and screen top soil. There was no trucking, parking or maintenance associated with this small top soil operation. This may be the activity that is referred to in the letter, undated but received on July 11, 2013.
 - e. In 2009, the fill material transfer station operated by Pebble Lane Associates, Inc. was closed. An asset purchase agreement and lease were executed with Pebble Lane Associates LLC an affiliate of Eastern Concrete, Inc., a publicly held company, unaffiliated with the prior owners and operators. A redacted copy of the lease is annexed as Exhibit "B".
 - f. The fill material transfer station was operated by Pebble Lane Associates LLC. The trucking operations of Alfredo Lamanna Trucking, Inc., Brookville Enterprises, Inc., Almar Supplies, Inc. operated at various times on the property adjacent to the transfer station.
3. The bulk of the property underlying the Facility was purchased from Island Trucking in 1998. The southern portion was leased back to Island Trucking. We believe that the Island Trucking operation was limited to parking and fueling of vehicles and office use. Annexed as Exhibit "B" is a redacted copy of the lease.
 4. The transfer station receives clean, recognizable dirt, stone, rock, brick, asphalt meeting the definition of Part §360-16.1(d)(1)(i). The facility is permitted by the NYC Dept. of Sanitation ("NYCDOS") and registered by the NYS Dept. of Environmental Conservation. Annexed as Exhibit "C" are copies of said approvals, along with other assorted operational permits. The facility has historically been inspected on average once every two weeks by NYCDOS. The vast bulk of the fill material is received from established construction firms with relatively long-standing relationships with the transfer station. The fill material is crushed and screened creating various products utilized by the construction industry. The majority of the fill material is sold to construction companies for use in projects. The fill material that is not so sold is trucked to lawful sites for final disposition. For related information see Question "2".
 5. The company has no such photographs in its possession

6. See Exhibit "D".
7. The information is currently unavailable. Efforts to obtain the requested information are continuing.
8. The DEC complaint, no. R2-20061227-560, was withdrawn by DEC. There is no other complaint regarding the placement of fill in the water. The DEC allegations of the collapse of a small portion of a block wall concerned a different property.
9. There are, to my knowledge, no direct discharge point sources at the Facility.
10. (13) There are, to my knowledge, no waste water streams, other than sanitary waste water from rest rooms, generated at the Facility. To my knowledge the site is pitched inward and/or enclosed with concrete and/or asphalt berms and walls.

(14) (a) To my knowledge, the only connection to the New York City sewer at the facility is that from the rest room. To my knowledge, there is no other connection to the NYC sewer.
(b) See above.
(c) I am not aware of any discharge of liquid waste from the Facility.
(d) no
(e) There are none in the possession of the Facility.
(f) There are none in the possession of the Facility.
(g) There are none in the possession of the Facility and I believe none in existence.

(34) Attached, as Exhibit "E", are the only documents we have been able to find.

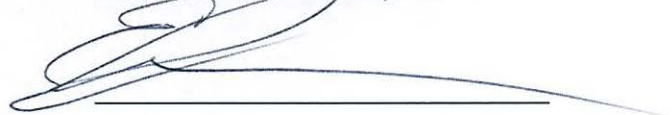
(38) (a) To my knowledge there are no environmental permits for media discharge that we have submitted.
(b) See attached
(c) There are none in the possession of the Facility.
(d) There are none in the possession of the Facility.
(e) There are none in the possession of the Facility.
11. The trucks that appear in the aerial photographs are not part of the operation of the Facility. The trucks are those of customers of the Facility delivering clean fill and/or picking up fill product. Additionally, a small portion of the traffic may be that of the previously noted trucking companies loading fill product from the facility for delivery to customers.
12. See Question "8".
13. See Exhibit "F".

CERTIFICATION OF ANSWERS TO
REQUEST FOR INFORMATION
NEWTOWN CREEK SUPERFUND SITE

STATE OF NEW YORK }
 } ss:
COUNTY OF NEW YORK }

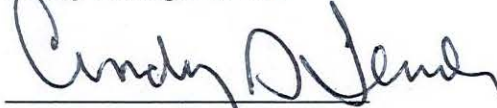
I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I am also aware that the Companies are under a continuing obligation to supplement its response to EPA's Request for Information if any additional information relevant to the matters addressed in EPA's Request for Information or my Companies' response thereto should become known or available to the Companies.

Pebble Lane Associates, Inc.



Vice President, Emilio Lamanna

Sworn to before me this
26 day of August, 2013

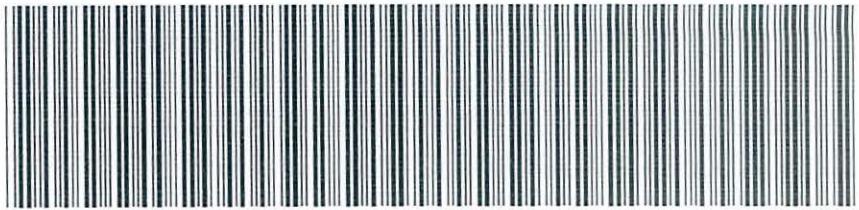


Notary Public

CINDY D. SERVIDER
Notary Public, State of New York
No. 41-486563
Qualified in Queens County
Commission Expires Nov 17 2014

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

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2009012700282001001E271E

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 4

Document ID: 2009012700282001

Document Date: 12-31-2008

Preparation Date: 01-27-2009

Document Type: DEED

Document Page Count: 2

PRESENTER:

ULTIMATE ABSTRACT OF NEW YORK PICKUP-GUS
51 ALLEN BOULEVARD
UNYRC1106Q
FARMINGDALE, NY 11735
631-501-9100
loraine.lczaja@ultimateabstract.com

RETURN TO:

ULTIMATE ABSTRACT OF NEW YORK PICKUP-GUS
51 ALLEN BOULEVARD
UNYRC1106Q
FARMINGDALE, NY 11735
631-501-9100
loraine.lczaja@ultimateabstract.com

PROPERTY DATA

Borough	Block	Lot	Unit	Address
QUEENS	2601	1	Entire Lot	58-20 47TH STREET
Property Type: DWELLING ONLY - 1 FAMILY				

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

EMILIO LAMANNA
437 COLFAX ROAD
WAYNE, NJ 07470

GRANTEE/BUYER:

EMILIO LAMANNA
437 COLFAX ROAD
WAYNE, NJ 07470

x Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage		Filing Fee:	
Mortgage Amount:	\$ 0.00	\$	75.00
Taxable Mortgage Amount:	\$ 0.00	NYC Real Property Transfer Tax:	
Exemption:		\$	0.00
TAXES: County (Basic):	\$ 0.00	NYS Real Estate Transfer Tax:	
City (Additional):	\$ 0.00	\$	0.00
Spec (Additional):	\$ 0.00		
TASF:	\$ 0.00		
MTA:	\$ 0.00		
NYCTA:	\$ 0.00		
Additional MRT:	\$ 0.00		
TOTAL:	\$ 0.00		
Recording Fee:	\$ 47.00		
Affidavit Fee:	\$ 0.00		

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 02-05-2009 14:20

City Register File No.(CRFN):

2009000034446



Annette McMill

City Register Official Signature

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

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PRESENTER:

ULTIMATE ABSTRACT OF NEW YORK PICKUP-GUS
51 ALLEN BOULEVARD
UNYRC1106Q
FARMINGDALE, NY 11735
631-501-9100
loraine.lezaja@ultimateabstract.com

RETURN TO:

ULTIMATE ABSTRACT OF NEW YORK PICKUP-GUS
51 ALLEN BOULEVARD
UNYRC1106Q
FARMINGDALE, NY 11735
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PROPERTY DATA

Borough	Block	Lot	Unit	Address
QUEENS	2601	1	Entire Lot	58-20 47TH STREET
Property Type: DWELLING ONLY - 1 FAMILY				

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES

GRANTOR/SELLER:

EMILIO LAMANNA
437 COLFAX ROAD
WAYNE, NJ 07470

GRANTEE/BUYER:

EMILIO LAMANNA
437 COLFAX ROAD
WAYNE, NJ 07470

☒ Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

TOTAL: \$ 0.00

Recording Fee: \$ 47.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 75.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2009012700282001001C259E

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 4

Document ID: 2009012700282001

Document Date: 12-31-2008

Preparation Date: 01-27-2009

Document Type: DEED

PARTIES

GRANTEE/BUYER:

SABATINO LAMANNA
28 WOODMERE BLVD SOUTH
WOODMERE, NY 11598

UNYRC 1106 Q

BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS (INDIVIDUAL OR CORPORATION)

FORM 8002 (short version), FORM 8007 (long version)

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR SELLER AND PURCHASER BEFORE SIGNING.

THIS INDENTURE, made the 31st DEC, 2008

BETWEEN Emilio Lamanna, of 437 Colfax Road, Wayne NJ 07470
party of the first part, and

B
2601
L
1
Sabatino Lamanna of 28 Woodmere Boulevard South, Woodmere, New York 11598, and Emilio
Lamanna of 437 Colfax Rod, Wayne NJ 07470

party of the second part;

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and No Cents (\$10.00), lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever;

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the borough and county of Queens, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of Maspeth Avenue (66 feet wide) with the westerly side of 47th Street (70 feet wide);

RUNNING THENCE southerly along the westerly side of 47th Street, 85 feet to a point.

RUNNING THENCE westerly parallel with the southerly side of Maspeth Avenue, 195.27 feet to the southeasterly side of Newtown Creek;

RUNNING THENCE northeasterly along the southeasterly side of Newtown Creek 90.15 feet to the southerly side of Maspeth Avenue;

RUNNING THENCE easterly along the southerly side of Maspeth Avenue, 163.61 feet to the point or place of BEGINNING.;

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.



Emilio Lamanna


IN PRESENCE OF:

Acknowledgment by a Person Within New York State (RPL § 309-a)

STATE OF NEW YORK)
COUNTY OF Nassau) ss.:
)

On the 10 day of January in the year 2009, before me, the undersigned, personally appeared Emilio Lamanna, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies), and that by his signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


(signature and office of individual taking acknowledgment)

MAFRAT OCHILDIYEVA
NOTARY PUBLIC STATE OF NEW YORK
NO. 010C5040003
QUALIFIED IN NASSAU COUNTY
Commission Expires March 06, 2011

SEAL

2

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of May 1, 2009, by and between **57-00 MASPETH AVENUE, LLC**, a New York limited liability company (the "Landlord"), with an address at 57-05 47th Street, Maspeth, New York 11378, and **PEBBLE LANE ASSOCIATES, LLC**, a Delaware limited liability company ("Tenant"), with an address c/o U.S. Concrete, Inc., 2925 Briarpark, Suite 1050, Houston, Texas 77042.

WITNESSETH:

In consideration of the covenants and agreements hereafter set forth, the parties hereto agree as follows:

1. Premises. Landlord hereby leases, demises and lets unto Tenant, and Tenant hereby leases from Landlord, upon the covenants, conditions and terms herein provided, the approximately 119,064 square feet of real property having a street address of 57-00 47th Street, Maspeth, New York 11378, as more fully described in Exhibit A attached hereto (the "Land"), together with all appurtenant rights, buildings, fixtures and other improvements located thereon, including, without limitation, that certain 19,760 square foot building currently used as a garage (the "Building") (the Land, the Building and all other fixtures and improvements are hereafter collectively referred to as the "Premises"); provided, however, that it is expressly agreed by Landlord and Tenant that all batch plants, storage bins, silos, concrete manufacturing equipment and any other personal property situated on the Premises are the personal property of Tenant and are not a part of the Premises being leased pursuant to this Lease.

2. Term. (a) Unless sooner terminated under the provisions of this Lease or pursuant to law, the initial term of this Lease shall be for a period of ten years commencing on the date hereof (the "Commencement Date"), and expiring on April 30, 2019 (the "Initial Term"); *provided, however*, that Tenant may, by giving written notice no less than one hundred and eighty (180) days prior to the expiration date of the then-current term, extend the term of this Lease for two separate additional periods of five years each (each an "Additional Term") on the same terms as set forth herein. The Initial Term, and the Additional Term(s), if any are elected by Tenant, are hereinafter referred to collectively as the "Term."

(b) At any time after the Commence Date, Tenant may terminate this Lease upon condition that, not less than one hundred and eighty (180) days' prior to the date of said termination: (i) Tenants delivers written notice to Landlord of said termination; and (ii) Tenant delivers to Landlord a termination fee equal to one year's Rent, at the rate then in effect. This termination fee is in addition to the normal monthly rent payments payable by Tenant to Landlord for the period from the date of the notice to terminate until the Tenant vacates the Premises.

3. Rent. (a) During the Initial Term and any additional Term or Terms elected by Tenant, Tenant shall pay Landlord a base annual rent ("Rent") as follows:

IN WITNESS WHEREOF, this Lease is executed in multiple originals as of the date first above written.

LANDLORD:

57-00 MASPETH AVENUE, LLC

By: _____
Its: _____

TENANT:

PEBBLE LANE ASSOCIATES, LLC

By: CA _____
Its: Resident _____

IN WITNESS WHEREOF, this Lease is executed in multiple originals as of the date first above written.

LANDLORD:

57-00 MASPETH AVENUE, LLC

By: Marygan Lamanna
Its: member

TENANT:

PEBBLE LANE ASSOCIATES, LLC

By: _____
Its: _____

STANDARD FORM OF LOFT LEASE

The Real Estate Board of New York, Inc.

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L-3/86

Agreement of Lease, made as of this 30th day of April 1998, between

57-00 MASPEETH AVENUE, LLC, having an office at 57-00 47th Street, Maspeth, NY 11378

party of the first part, hereinafter referred to as OWNER, and

ISLAND TRANSPORTATION CORPORATION and ISLAND FLEET SERVICES, INC., having an office at 299 Edison Avenue, West Babylon, New York 11704

party of the second part, hereinafter referred to as TENANT,
Witnesseth: Owner hereby leases to Tenant and Tenant hereby hires from Owner a portion of the "Building" and a portion of the "Property" as same is defined herein and shown on Schedule A hereto

in the building known as 57-00 47th Street

in the Borough of Queens, City of New York, for the term of three (3) years

(or until such term shall sooner cease and expire as hereinafter provided) to commence on the

day of May 1, nineteen hundred and ninety-eight, and to end on the

day of April 30, nineteen hundred and two thousand and one

both dates inclusive, at an annual rental rate of \$96,000.00

which Tenant agrees to pay in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Owner or such other place as Owner may designate, without any set off or deduction whatsoever, except that Tenant shall pay the first monthly installment(s) on the execution hereof (unless this lease be a renewal).

In the event that, at the commencement of the term of this lease, or thereafter, Tenant shall be in default in the payment of rent to Owner pursuant to the terms of another lease with Owner or with Owner's predecessor in interest, Owner may at Owner's option and without notice to Tenant add the amount of such arrears to any monthly installment of rent payable hereunder and the same shall be payable to Owner as additional rent.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

Occupancy: 1. Tenant shall pay the rent as above and as herein-after provided.

Use: 2. Tenant shall use and occupy demised premises for parking, maintenance shop and service of Tenant's vehicles AND office provided such use is in accordance with the Certificate of Occupancy for the building, if any, and for no other purpose.

Alterations: 3. Tenant shall make no changes in or to the demised premises of any nature without Owner's prior written consent. Subject to the prior written consent of Owner, and to the provisions of this article, Tenant at Tenant's expense, may make alterations, installations, additions or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines, in or to the interior of the demised premises using contractors or mechanics first approved by Owner. Tenant shall, at its expense, before making any alterations, additions, installations or improvements obtain all permits, approval and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approvals and certificates to Owner. Tenant agrees to carry and will cause Tenant's contractors and sub-contractors to carry such workman's compensation, general liability, personal and property damage insurance as Owner may require. If any mechanic's lien is filed against the demised premises, or the building of which the same forms a part, for work claimed to have been done for, or materials furnished to, Tenant, whether or not done pursuant to this article, the same shall be discharged by Tenant within thirty days thereafter, at Tenant's expense, by filing the bond required by law or otherwise. All fixtures and all paneling, partitions, railings and like installations, installed in the premises at any time, either by Tenant or by Owner on Tenant's behalf, shall, upon installation, become the property of Owner and shall remain upon and be surrendered with the demised premises unless Owner, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to relinquish Owner's right thereto and to have them removed by Tenant, in which event the same shall be removed from the demised premises by Tenant prior to the expiration of the lease, at Tenant's expense. Nothing in this Article shall be construed to give Owner title to or to prevent Tenant's removal of trade fixtures, moveable office furniture and equipment, but upon removal of any such from the premises or upon removal of other installations as may be required by Owner, Tenant shall immediately and at its expense, repair and restore the premises to the condition existing prior to installation and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed, by Tenant at the end of the term remaining in the premises after Tenant's removal shall be deemed abandoned and may, at the election of Owner, either be retained as Owner's property or removed from the premises by Owner, at Tenant's expense.

Repairs: 4. Owner shall maintain and repair the exterior of and the public portions of the building. Tenant shall, throughout the term of this lease, take good care of the demised premises including the bathrooms and lavatory facilities (if the demised premises encompass the entire floor of the building) and the windows and window frames and, the fixtures and appurtenances therein and at Tenant's sole cost and expense promptly make all repairs thereto and to the building, whether structural or non-structural in nature, caused by or

resulting from the carelessness, omission, neglect or improper conduct of Tenant, Tenant's servants, employees, invitees, or licensees, and whether or not arising from such Tenant conduct or omission, when required by other provisions of this lease, including Article 6. Tenant shall also repair all damage to the building and the demised premises caused by the moving of Tenant's fixtures, furniture or equipment. All the aforesaid repairs shall be of quality or class equal to the original work or construction. If Tenant fails, after ten days notice, to proceed with due diligence to make repairs required to be made by Tenant, the same may be made by the Owner at the expense of Tenant, and the expenses thereof incurred by Owner shall be collectible, as additional rent, after rendition of a bill or statement therefor. If the demised premises be or become infested with vermin, Tenant shall, at its expense, cause the same to be exterminated. Tenant shall give Owner prompt notice of any defective condition in any plumbing, heating system or electrical lines located in the demised premises and following such notice, Owner shall remedy the condition with due diligence, but at the expense of Tenant, if repairs are necessitated by damage or injury attributable to Tenant, Tenant's servants, agents, employees, invitees or licensees as aforesaid. Except as specifically provided in Article 9 or elsewhere in this lease, there shall be no allowance to the Tenant for a diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner, Tenant or others making or failing to make any repairs, alterations, additions or improvements in or to any portion of the building or the demised premises or in and to the fixtures, appurtenances or equipment thereof. The provisions of this Article 4 with respect to the making of repairs shall not apply in the case of fire or other casualty with regard to which Article 9 hereof shall apply.

Window Cleaning: 5. Tenant will not clean nor require, permit, suffer or allow any window in the demised premises to be cleaned from the outside in violation of Section 202 of the New York State Labor Law or any other applicable law or of the Rules of the Board of Standards and Appeals, or of any other Board or body having or asserting jurisdiction.

Requirements of Law, Fire Insurance, Floor Loads: 6. Prior to the commencement of the lease term, if Tenant is then in possession, and at all times thereafter, Tenant shall, at Tenant's sole cost and expense, promptly comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters, or the Insurance Services Office, or any similar body which shall impose any violation, order or duty upon Owner or Tenant with respect to the demised premises, whether or not arising out of Tenant's use or manner of use thereof, or, with respect to the building, if arising out of Tenant's use or manner of use of the demised premises or the building (including the use permitted under the

lease). Except as provided in Article 30 hereof, nothing herein shall require Tenant to make structural repairs or alterations unless Tenant has, by its manner of use of the demised premises or method of operation therein, violated any such laws, ordinances, orders, rules, regulations or requirements with respect thereto. Tenant shall not do or permit any act or thing to be done in or to the demised premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of Owner. Tenant shall not keep anything in the demised premises except as now or hereafter permitted by the Fire Department, Board of Fire Underwriters, Fire Insurance Rating Organization and other authority having jurisdiction, and then only in such manner and such quantity so as not to increase the rate for fire insurance applicable to the building, nor use the premises in a manner which will increase the insurance rate for the building or any property located therein over that in effect prior to the commencement of Tenant's occupancy. If by reason of failure to comply with the foregoing the fire insurance rate shall, at the beginning of this lease or at any time thereafter, be higher than it otherwise would be, then Tenant shall reimburse Owner, as additional rent hereunder, for that portion of all fire insurance premiums thereafter paid by Owner which shall have been charged because of such failure by Tenant. In any action or proceeding wherein Owner and Tenant are parties, a schedule or "make-up" or rate for the building or demised premises issued by a body making fire insurance rates applicable to said premises shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rates then applicable to said premises. Tenant shall not place a load upon any floor of the demised premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Owner reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant, at Tenant's expense, in settings sufficient, in Owner's judgement, to absorb and prevent vibration, noise and annoyance.

serve a termination notice as provided for herein, Owner shall make the repairs and restorations under the conditions of (b) and (c) hereof, with all reasonable expedition, subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate with Owner's restoration by removing from the premises as promptly as reasonably possible, all of Tenant's salvageable inventory and movable equipment, furniture, and other property. Tenant's liability for rent shall resume five (5) days after written notice from Owner that the premises are substantially ready for Tenant's occupancy. (e) Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty. Notwithstanding the foregoing, each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, Owner and Tenant each hereby releases and waives all right of recovery against the other or any one claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance. If, and to the extent, that such waiver can be obtained only by the payment of additional premiums, then the party benefitting from the waiver shall pay such premium within ten days after written demand or shall be deemed to have agreed that the party obtaining insurance coverage shall be free of any further obligation under the provisions hereof with respect to waiver of subrogation. Tenant acknowledges that Owner will not carry insurance on Tenant's furniture and or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Tenant and agrees that Owner will not be obligated to repair any damage thereto or replace the same. (f) Tenant hereby waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof.

Subordination: 7. This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which demised premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative and no further instrument or subordination shall be required by any ground or underlying lessor or by any mortgagee, affecting any lease or the real property of which the demised premises are a part. In confirmation of such subordination, Tenant shall execute promptly any certificate that Owner may request.

**Property—
Loss, Damage,
Reimburse-
ment, Indemnity:** 8. Owner or its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the building, nor for loss of or damage to any property of Tenant by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Owner, its agents, servants or employees; Owner or its agents shall not be liable for any damage caused by other tenants or persons in, upon or about said building or caused by operations in connection of any private, public or quasi public work. If at any time any windows of the demised premises are temporarily closed, darkened or bricked up (or permanently closed, darkened or bricked up, if required by law) for any reason whatsoever including, but not limited to Owner's own acts, Owner shall not be liable for any damage Tenant may sustain thereby and Tenant shall not be entitled to any compensation therefor nor abatement or diminution of rent nor shall the same release Tenant from its obligations hereunder nor constitute an eviction. Tenant shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner shall not be reimbursed by insurance, including reasonable attorney's fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agents, contractors, employees, invitees, or licensees, of any covenant or condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees. Tenant's liability under this lease extends to the acts and omissions of any sub-tenant, and any agent, contractor, employee, invitee or licensee of any sub-tenant. In case any action or proceeding is brought against Owner by reason of any such claim, Tenant, upon written notice from Owner, will, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Owner in writing, such approval not to be unreasonably withheld.

**Destruction,
Fire and Other
Casualty:** 9. (a) If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Owner and this lease shall continue in full force and effect except as hereinafter set forth. (b) If the demised premises are partially damaged or rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by and at the expense of Owner and the rent, until such repair shall be substantially completed, shall be apportioned from the day following the casualty according to the part of the premises which is usable. (c) If the demised premises are totally damaged or rendered wholly unusable by fire or other casualty, then the rent shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the premises shall have been repaired and restored by Owner, subject to Owner's right to elect not to restore the same as herein-after provided. (d) If the demised premises are rendered wholly unusable or (whether or not the demised premises are damaged in whole or in part) if the building shall be so damaged that Owner shall decide to demolish it or to rebuild it, then, in any of such events, Owner may elect to terminate this lease by written notice to Tenant, given within 90 days after such fire or casualty, specifying a date for the expiration of the lease, which date shall not be more than 60 days after the giving of such notice, and upon the date specified in such notice the term of this lease shall expire as fully and completely as if such date were the date set forth above for the termination of this lease and Tenant shall forthwith quit, surrender and vacate the premises without prejudice however, to Owner's rights and remedies against Tenant under the lease provisions in effect prior to such termination, and any rent owing shall be paid up to such date and any payments of rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant, Unless Owner shall

**Eminent
Domain:** 10. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim for the value of any unexpired term of said lease.

**Assignment,
Mortgage,
Etc.:** 11. Tenant, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this agreement, nor underlet, or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Owner in each instance. Transfer of the majority of the stock of a corporate Tenant shall be deemed an assignment. If this lease be assigned; or if the demised premises or any part thereof be underlet or occupied by anybody other than Tenant, Owner may, after default by Tenant, collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. The consent by Owner to an assignment or underletting shall not in any wise be construed to relieve Tenant from obtaining the express consent in writing of Owner to any further assignment or underletting.

**Electric
Current:** 12. Rates and conditions in respect to submetering or rent inclusion, as the case may be, to be added in RIDER attached hereto. Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the building or the risers or wiring installation and Tenant may not use any electrical equipment which, in Owner's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no wise make Owner liable or responsible to Tenant, for any loss, damages or expenses which Tenant may sustain. **Owner will not diminish electric service to the building.**

**Access to
Premises:** 13. Owner or Owner's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time, and, at other reasonable times, to examine the same and to make such repairs, replacements and improvements as Owner may deem necessary and reasonably desirable to any portion of the building or which Owner may elect to perform in the premises after Tenant's failure to make repairs or perform any work which Tenant is obligated to perform under this lease, or for the purpose of complying with laws, regulations and other directions of governmental authorities. Tenant shall permit Owner to use and maintain and replace pipes and conduits in and through the demised premises and to erect new pipes and conduits therein provided, wherever possible, they are within walls or otherwise concealed. Owner may, during the progress of any work in the demised premises, take all necessary materials and equipment into said premises without the same constituting an eviction nor shall the Tenant be entitled to any abatement of rent while such work is in progress nor to any damages by reason of loss or interruption of business or otherwise. Throughout the term hereof Owner shall have the right to enter the demised premises at reasonable hours for the purpose of showing the same to prospective purchasers or mortgagees of the building, and during the last six months of the term for the purpose of showing the same to prospective tenants and may, during said six months period, place upon the premises the usual notices "To Let" and "For Sale" which notices Tenant shall permit to remain thereon without molestation. If Tenant is not present to open and permit an entry into the premises, Owner or Owner's agents may enter the same whenever such entry may be necessary or permissible by master key or forcibly and provided reasonable care is exercised to safeguard Tenant's property, such entry shall not render Owner or its agents liable therefor, nor in any event shall the obligations of Tenant hereunder be affected. If during the last month of the term Tenant shall have removed all or substantially all of Tenant's property therefrom. Owner may immediately enter, alter, renovate or redecorate the demised premises without limitation or abatement of rent, or incurring liability to Tenant for any compensation and such act shall have no effect on this lease or Tenant's obligations hereunder.

 Rider to be added if necessary.

Vault Space, Area: The vault space or area, whether or not enclosed or covered, not within the property line of the building is leased hereunder, anything contained in or indicated on any sketch, blue print or plan, or anything contained elsewhere in this lease to the contrary notwithstanding. Owner makes no representation as to the location of the property line of the building. All vaults and vault space and all such areas not within the property line of the building, which Tenant may be permitted to use and/or occupy, is to be used and/or occupied under a revocable license, and if any such license be revoked, or if the amount of such space or area be diminished or required by any federal, state or municipal authority or public utility, Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such revocation, diminution or requisition be deemed constructive or actual eviction. Any tax, fee or charge of municipal authorities for such vault or area shall be paid by Tenant, if used by Tenant, whether or not specifically leased hereunder.

Occupancy: 15. Tenant will not at any time use or occupy the demised premises in violation of the certificate of occupancy issued for the building of which the demised premises are a part. Tenant has inspected the premises and accepts them as is, subject to the riders annexed hereto with respect to Owner's work, if any. In any event, Owner makes no representation as to the condition of the premises and Tenant agrees to accept the same subject to violations, whether or not of record. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business, Tenant shall be responsible for and shall procure and maintain such license or permit.

Bankruptcy: 16. (a) Anything elsewhere in this lease to the contrary notwithstanding, this lease may be cancelled by Owner by sending of a written notice to Tenant within a reasonable time after the happening of any one or more of the following events: (1) the commencement of a case in bankruptcy or under the laws of any state naming Tenant as the debtor; or (2) the making by Tenant of an assignment or any other arrangement for the benefit of creditors under any state statute. Neither Tenant nor any person claiming through or under Tenant, or by reason of any statute or order of court, shall thereafter be entitled to possession of the premises demised but shall forthwith quit and surrender the premises. If this lease shall be assigned in accordance with its terms, the provisions of this Article 16 shall be applicable only to the party then owning Tenant's interest in this lease.

(b) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) hereof, Owner shall forthwith, notwithstanding any other provisions of this lease to the contrary, be entitled to recover from Tenant as and for liquidated damages an amount equal to the difference between the rental reserved hereunder for the unexpired portion of the term demised and the fair and reasonable rental value of the demised premises for the same period. In the computation of such damages the difference between any installment of rent becoming due hereunder after the date of termination and the fair and reasonable rental value of the demised premises for the period for which such installment was payable shall be discounted to the date of termination at the rate of four percent (4%) per annum. If such premises or any part thereof be relet by the Owner for the unexpired term of said lease, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such reletting shall be deemed to be the fair and reasonable rental value for the part or the whole of the premises so re-let during the term of the re-letting. Nothing herein contained shall limit or prejudice the right of the Owner to prove for and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above.

Default: 17. (1) If Tenant defaults in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or additional rent; or if the demised premises becomes vacant or deserted "or if this lease be rejected under § 235 of Title 11 of the U.S. Code (bankruptcy code);" or if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the demised premises shall be taken or occupied by someone other than Tenant; or if Tenant shall make default with respect to any other lease between Owner and Tenant; or if Tenant shall have failed, after five (5) days written notice, to redeposit with Owner any portion of the security deposited hereunder which Owner has applied to the payment of any rent and additional rent due and payable hereunder or failed to move into or take possession of the premises within fifteen (15) days after the commencement of the term of this lease, of which fact Owner shall be the sole judge; then in any one or more of such events, upon Owner serving a written five (5) days notice upon Tenant specifying the nature of said default and upon the expiration of said five (5) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said five (5) day period, and if Tenant shall not have diligently commenced during such default within such five (5) day period, and shall not thereafter with reasonable diligence and in good faith, proceed to remedy or cure such default, then Owner may serve a written three (3) days' notice of cancellation of this lease upon Tenant, and upon the expiration of said three (3) days this lease and the term thereunder shall end and expire as fully and completely as if the expiration of such three (3) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof and Tenant shall then quit and surrender the demised premises to Owner but Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid: or if Tenant shall make default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any other payment herein required: then and in any of such events Owner may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of demised premises

and remove their effects and hold the premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. If Tenant shall make default hereunder prior to the date fixed as the commencement of any renewal or extension of this lease, Owner may cancel and terminate such renewal or extension agreement by written notice.

Remedies of Owner and Waiver of Redemption: 18. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (a) the rent, and additional rent, shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, (b) Owner may re-let the premises or any part or parts thereof, either in the name of Owner or otherwise, for a term or terms, which may at Owner's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and may grant concessions or free rent or charge a higher rental than that in this lease, (c) Tenant or the legal representatives of Tenant shall also pay Owner as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and or covenanted to be paid and the net amount, if any, of the rents collected on account of the subsequent lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure of Owner to re-let the premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such expenses as Owner may incur in connection with re-letting, such as legal expenses, attorneys' fees, brokerage, advertising and for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Owner to collect the deficiency for any subsequent month by a similar proceeding. Owner, in putting the demised premises in good order or preparing the same for re-rental may, at Owner's option, make such alterations, repairs, replacements, and/or decorations in the demised premises as Owner, in Owner's sole judgment, considers advisable and necessary for the purpose of re-letting the demised premises, and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Owner shall in no event be liable in any way whatsoever for failure to re-let the demised premises; or in the event that the demised premises are re-let, for failure to collect the rent thereof under such re-letting, and in no event shall Tenant be entitled to receive any excess, if any, of such net rents collected over the sums payable by Tenant to Owner hereunder. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Owner shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry; summary proceedings and other remedies were not herein provided for: Mention in this lease of any particular remedy, shall not preclude Owner from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws.

Fees and Expenses: 19. If Tenant shall default in the observance or performance of any term or covenant on Tenant's part to be observed or performed under or by virtue of any of the terms or provisions in any article of this lease, then, unless otherwise provided elsewhere in this lease, Owner may immediately or at any time thereafter and without notice perform the obligation of Tenant thereunder. If Owner, in connection with the foregoing or in connection with any default by Tenant in the covenant to pay rent hereunder, makes any expenditures or incurs any obligations for the payment of money, including but not limited to attorney's fees, in instituting, prosecuting or defending any action or proceedings, then Tenant will reimburse Owner for such sums so paid or obligations incurred with interest and costs. The foregoing expenses incurred by reason of Tenant's default shall be deemed to be additional rent hereunder and shall be paid by Tenant to Owner within five (5) days of rendition of any bill or statement to Tenant therefor. If Tenant's lease term shall have expired at the time of making of such expenditures or incurring of such obligations, such sums shall be recoverable by Owner as damages.

Building Alterations and Management: 20. Owner shall have the right at any time without the same constituting an eviction and without incurring any liability to Tenant therefor to change the arrangement and or location of public entrances; passageways, doors, doorways, corridors, elevators, stairs, toilets or other public parts of the building and to change the name, number or designation by which the building may be known. There shall be no allowance to Tenant for diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner or other Tenant making any repairs in the building or any such alterations, additions and improvements. Furthermore, Tenant shall not have any claim against Owner by reason of Owner's imposition of any controls of the manner of access to the building by Tenant's social or business visitors as the Owner may deem necessary for the security of the building and its occupants.

No Representations by Owner: 21. Neither Owner nor Owner's agents have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the demised premises, the rents, leases, expenses of operation or any other matter or thing affecting or related to the demised premises or the building except as herein expressly set forth and no rights, easements or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this lease. Tenant has inspected the building and the demised premises and is thoroughly acquainted with their condition and agrees to take the same "as is" on the date possession is tendered and acknowledges that the taking of possession of the demised premises by Tenant shall be conclusive evidence that the said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken, except as to latent defects. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Owner and Tenant and any executory agreement hereafter made shall be ineffective to

change, modify, discharge or effect an abandonment of it in whole or in part, unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

End of Term: 22. Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Owner the demised premises, broom clean, in good order and condition, ordinary wear and damages which Tenant is not required to repair as provided elsewhere in this lease excepted, and Tenant shall remove all its property from the demised premises. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this Lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday unless it be a legal holiday in which case it shall expire at noon on the preceding business day.

Quiet Enjoyment: 23. Owner covenants and agrees with Tenant that upon Tenant paying the rent and additional rent and observing and performing all the terms, covenants and conditions, on Tenant's part to be observed and performed, Tenant may peaceably and quietly enjoy the premises hereby demised, subject, nevertheless, to the terms and conditions of this lease including, but not limited to, Article 34 hereof and to the ground leases, underlying leases and mortgages hereinbefore mentioned.

Failure to Give Possession: 24. If Owner is unable to give possession of the demised premises on the date of the commencement of the term hereof, because of the holding-over or retention of possession of any tenant, undertenant or occupants or if the demised premises are located in a building being constructed, because such building has not been sufficiently completed to make the premises ready for occupancy or because of the fact that a certificate of occupancy has not been procured or if Owner has not completed any work required to be performed by Owner, or for any other reason, Owner shall not be subject to any liability for failure to give possession on said date and the validity of the lease shall not be impaired under such circumstances, nor shall the same be construed in any way to extend the term of this lease, but the rent payable hereunder shall be abated (provided Tenant is not responsible for Owner's inability to obtain possession or complete any work required) until after Owner shall have given Tenant notice that the premises are substantially ready for Tenant's occupancy. If permission is given to Tenant to enter into the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this lease, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this lease, except as to the covenant to pay rent. The provisions of this article are intended to constitute "an express provision to the contrary" within the meaning of Section 223-a of the New York Real Property Law.

No Waiver: 25. The failure of Owner to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this lease or of any of the Rules or Regulations, set forth or hereafter adopted by Owner, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. The receipt by Owner of rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach and no provision of this lease shall be deemed to have been waived by Owner unless such waiver be in writing signed by Owner. No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided. All checks tendered to Owner as and for the rent of the demised premises shall be deemed payments for the account of Tenant. Acceptance by Owner of rent from anyone other than Tenant shall not be deemed to operate as an attornment to Owner by the payor of such rent or as a consent by Owner to an assignment or subletting by Tenant of the demised premises to such payor, or as a modification of the provisions of this lease. No act or thing done by Owner or Owner's agents during the term hereby demised shall be deemed an acceptance of a surrender of said premises and no agreement to accept such surrender shall be valid unless in writing signed by Owner. No employee of Owner or Owner's agent shall have any power to accept the keys of said premises prior to the termination of the lease and the delivery of keys to any such agent or employee shall not operate as a termination of the lease or a surrender of the premises.

Waiver of Trial by Jury: 26. It is mutually agreed by and between Owner and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Owner and Tenant, Tenant's use of or occupancy of said premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any summary proceeding for possession of the premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding.

Inability to Perform: 27. This Lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in no wise be affected, impaired or excused because Owner is unable to fulfill any of its obligations under this lease or to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repair, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Owner is prevented or delayed from so doing by reason of strike or labor troubles or any cause whatsoever beyond Owner's sole control including, but not limited to, government preemption in connection with a National Emergency or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

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Bills and Notices: 28. Except as otherwise in this lease provided, a bill, statement, notice or communication which Owner may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered or certified mail addressed to Tenant at the building of which the demised premises form a part or at the last known residence address or business address of Tenant or left at any of the aforesaid premises addressed to Tenant, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant, mailed, or left at the premises as herein provided. Any notice by Tenant to Owner must be served by registered or certified mail addressed to Owner at the address first hereinabove given, or at such other address as Owner shall designate by written notice.

Water Charges: 29. If Tenant requires, uses or consumes water for any purpose in addition to ordinary lavatory purposes (of which fact Tenant constitutes Owner to be the sole Judge) Owner may install a water meter and thereby measure Tenant's water consumption for all purposes. Tenant shall pay Owner for the cost of the meter and the cost of the installation, thereof and throughout the duration of Tenant's occupancy Tenant shall keep said meter and installation equipment in good working order and repair at Tenant's own cost and expense in default of which Owner may cause such meter and equipment to be replaced or repaired and collect the cost thereof from Tenant, as additional rent. Tenant agrees to pay for water consumed; as shown on said meter as and when bills are rendered, and on default in making such payment Owner may pay such charges and collect the same from Tenant, as additional rent. Tenant covenants and agrees to pay, as additional rent, the sewer rent, charge or any other tax, rent, levy or charge which now or hereafter is assessed, imposed or a lien upon the demised premises or the realty of which they are part pursuant to law, order or regulation made or issued in connection with the use, consumption, maintenance or supply of water, water system or sewage or sewage connection or system. If the building or the demised premises or any part thereof is supplied with water through a meter through which water is also supplied to other premises Tenant shall pay to Owner, as additional rent, on the first day of each month, 50 % (50%) of the total meter charges as Tenant's portion. Independently of and in addition to any of the remedies reserved to Owner hereinabove or elsewhere in this lease, Owner may sue for and collect any monies to be paid by Tenant or paid by Owner for any of the reasons or purposes hereinabove set forth.

SUBJECT 43 of RIDER

Sprinklers: 30. Anything elsewhere in this lease to the contrary notwithstanding, if the New York Board of Fire Underwriters or the New York Fire Insurance Exchange or any bureau, department or official of the federal, state or city government recommend or require the installation of a sprinkler system or that any changes, modifications, alterations, or additional sprinkler heads or other equipment be made or supplied in an existing sprinkler system by reason of Tenant's business, or the location of partitions, trade fixtures, or other contents of the demised premises, or for any other reason, or if any such sprinkler system installations, modifications, alterations, additional sprinkler heads or other such equipment, become necessary to prevent the imposition of a penalty or charge against the full allowance for a sprinkler system in the fire insurance rate set by any said Exchange or by any fire insurance company, Tenant shall, at Tenant's expense, promptly make such sprinkler system installations, changes, modifications, alterations, and supply additional sprinkler heads or other equipment as required whether the work involved shall be structural or non-structural in nature. Tenant shall pay to Owner as additional rent the sum of \$_____, on the first day of each month during the term of this lease, as Tenant's portion of the contract price for sprinkler supervisory service.

Elevators, Heat, Cleaning: 31. As long as Tenant is not in default under any of the covenants of this lease Owner shall: (a) provide necessary passenger elevator facilities on business days from 8 a.m. to 6 p.m. and on Saturdays from 8 a.m. to 1 p.m.; (b) if freight elevator service is provided, same shall be provided only on regular business days Monday through Friday inclusive, and on those days only between the hours of 9 a.m. and 12 noon and between 1 p.m. and 5 p.m.; (c) furnish heat, water and other services supplied by Owner to the demised premises, when and as required by law, on business days from 8 a.m. to 6 p.m. and on Saturdays from 8 a.m. to 1 p.m.; (d) clean the public halls and public portions of the building which are used in common by all tenants. Tenant shall, at Tenant's expense, keep the demised premises, including the windows, clean and in order, to the satisfaction of Owner, and for that purpose shall employ the person or persons, or corporation approved by Owner. Tenant shall pay to Owner the cost of removal of any of Tenant's refuse and rubbish from the building. Bills for the same shall be rendered by Owner to Tenant at such time as Owner may elect and shall be due and payable hereunder, and the amount of such bills shall be deemed to be, and be paid as, additional rent. Tenant shall, however, have the option of independently contracting for the removal of such rubbish and refuse in the event that Tenant does not wish to have same done by employees of Owner. Under such circumstances, however, the removal of such refuse and rubbish by others shall be subject to such rules and regulations as, in the judgment of Owner, are necessary for the proper operation of the building. Owner reserves the right to stop service of the heating, elevator, plumbing and electric systems, when necessary, by reason of accident, or emergency, or for repairs, alterations, replacements or improvements, in the judgment of Owner desirable or necessary to be made, until said repairs, alterations, replacements or improvements shall have been completed. If the building of which the demised premises are a part supplies manually operated elevator service, Owner may proceed with alterations necessary to substitute automatic control elevator service upon ten (10) day written notice to Tenant without in any way affecting the obligations of Tenant hereunder, provided that the same shall be done with the minimum amount of inconvenience to Tenant, and Owner pursues with due diligence the completion of the alterations.

SUBJECT 43 of RIDER

Security: 32. Tenant has deposited with Owner the sum of \$ _____ as security for the faithful performance and observance by Tenant of the terms, provisions and conditions of this lease; it is agreed that in the event Tenant defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Owner may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sum as to which tenant is in default or for any sum which Owner may expend or may be required to expend by reason of Tenant's default in respect of any of the terms, provisions and conditions of this lease, including but not limited to, any damages or deficiency in the re-letting of the premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Owner. In the event that Tenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this lease, the security shall be returned to Tenant after the date fixed as the end of the Lease and after delivery of entire possession of the demised premises to Owner. In the event of a sale of the land and building or leasing of the building, of which the demised premises form a part, Owner shall have the right to transfer the security to the vendee or lessee and Owner shall thereupon be released by Tenant from all liability for the return of such security; and Tenant agrees to look to the new Owner solely for the return of said security, and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Owner. Tenant further covenants that it will not assign or encumber or attempt to assign or encumber the monies deposited herein as security and that neither Owner nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

Captions: 33. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provision thereof.

Definitions: 34. The term "Owner" as used in this lease means only the owner of the fee or of the leasehold of the building, or the mortgagee in possession, for the time being of the land and building (or the owner of a lease of the building or of the land and building) of which the demised premises form a part, so that in the event of any sale or sales of said land and building or of said lease, or in the event of a lease of said building, or of the land and building, the said Owner shall be and hereby is entirely freed and relieved of all covenants and obligations of Owner hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, at any such sale, or the said lessee of the building, or of the land and building, that the purchaser or the lessee of the building has assumed and agreed to carry out any and all covenants and obligations of Owner hereunder. The words "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning. The term "rent" includes the annual rental rate whether so expressed or expressed in monthly installments, and "additional rent" "Additional rent" means all sums which shall be due to new Owner from Tenant under this lease, in addition to the annual rental rate. The term "business days" as used in this lease, shall exclude Saturdays (except such portion thereof as is covered by specific hours in Article 31 hereof), Sundays and all days observed by the State or Federal Government as legal holidays and those designated as holidays by the applicable building service union employees service contract or by the applicable Operating Engineers contract with respect to HVAC service.

Adjacent Excavation— 35. If an excavation shall be made upon land adjacent to the demised premises, or shall be authorized to be

Space to be filled in or deleted.

Shoring: made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the demised premises for the purpose of doing such work as said person shall deem necessary to preserve the wall or the building of which demised premises form a part from injury or damage and to support the same by proper foundations without any claim for damages or indemnity against Owner, or diminution or abatement of rent.

Rules and Regulations: 36. Tenant and Tenant's servants, employees, agents, visitors, and licensees shall observe faithfully, and comply strictly with, the Rules and Regulations annexed hereto and such other and further reasonable Rules and Regulations as Owner or Owner's agents may from time to time adopt. Notice of any additional rules or regulations shall be given in such manner as Owner may elect. In case Tenant disputes the reasonableness of any additional Rule or Regulation hereafter made or adopted by Owner or Owner's agents, the parties hereto agree to submit the question of the reasonableness of such Rule or Regulation for decision to the New York office of the American Arbitration Association, whose determination shall be final and conclusive upon the parties hereto. The right to dispute the reasonableness of any additional Rule or Regulation upon Tenant's part shall be deemed waived unless the same shall be asserted by service of a notice, in writing upon Owner within ten (10) days after the giving of notice thereof. Nothing in this lease contained shall be construed to impose upon Owner any duty or obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease, as against any other tenant and Owner shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, visitors or licensees.

Glass: 37. Owner shall replace, at the expense of the Tenant, any and all plate and other glass damaged or broken from any cause whatsoever in and about the demised premises. Owner may insure, and keep insured, at Tenant's expense, all plate and other glass in the demised premises for and in the name of Owner. Bills for the premiums therefor shall be rendered by Owner to Tenant at such times as Owner may elect, and shall be due from, and payable by, Tenant when rendered; and the amount thereof shall be deemed to be, and be paid, as additional rent.

Estoppel Certificate: 38. Tenant, at any time, and from time to time, upon at least 10 days' prior notice by Owner, shall execute, acknowledge and deliver to Owner, and/or to any other person, firm or corporation specified by Owner, a statement certifying that this Lease is unmodified in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the dates to which the rent and additional rent have been paid, and stating whether or not there exists any default by Owner under this Lease, and, if so, specifying each such default.

Directory Board Listing: 39. If, at the request of and as accommodation to Tenant, Owner shall place upon the directory board in the lobby of the building, one or more names of persons other than Tenant, such directory board listing shall not be construed as the consent by Owner to an assignment or subletting by Tenant to such person or persons.

Successors and Assigns: 40. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Owner and Tenant and their respective heirs, distributees, executors, administrators, successors, and except, as otherwise provided in this lease, their assigns.

In Witness Whereof. Owner and Tenant have respectively signed and sealed this lease as of the day and year first above written.

Witness for Owner:

Witness for Tenant:

57-00 MASPETH AVENUE, LLC



By: *Maureen Saman* [L.S.]

ISLAND TRANSPORTATION CORPORATION



By: *[Signature]* [L.S.]

ISLAND FLEET SERVICES, INC.

By: *[Signature]* [L.S.]

RIDER

ADDITIONAL CLAUSES ATTACHED TO AND FORMING PART OF A LEASE DATED THE 30th DAY OF APRIL, 1998, BY AND BETWEEN 57-00 MASPETH AVENUE, LLC, "OWNER", AND THE ISLAND TRANSPORTATION CORPORATION AND ISLAND FLEET SERVICES, INC., AS "TENANT".

40. CONFLICTS:

40.1 The Tenant and the Owner herein agree that in the event of a conflict between the printed form of this Lease (the "Form") and this rider (the "Rider") then, and in that event, the language of the Rider shall prevail as to the intent of the parties.

40.2 This Lease constitutes the whole agreement between the parties. There are no representations, warranties, terms, obligations or conditions, other than herein contained. No modification of this Lease, nor any waiver of a breach of any term, condition or obligation, similar or otherwise, shall be deemed valid, unless in writing and signed by the parties hereto. A waiver of any breach of this Lease shall not be deemed a waiver of subsequent breaches.

41. DEFINITIONS:

41.1 A. The term "building" shall be defined as the existing structures shown on Schedule A attached and any other improvement existing on the Property or hereafter erected on the Property.

B. The "Commencement Date" shall be defined as May 1, 1998.

C. "Lease Term" shall be defined as the period commencing on the Commencement Date and ending April 30, 2001.

D. "Lease Year" - The first Lease Year shall begin on the Commencement Date and end on the date one day previous to the first anniversary of the Commencement Date. Each subsequent Lease Year shall be defined respectively as the twelve month period beginning on each subsequent anniversary of the Commencement Date occurring during the Lease Term.

E. "Premises" or "Demised Premises" - shall mean both (i) the portion of the building consisting of approximately 8,500 square feet and marked as "Building Portion", on Schedule A attached; and (ii) a portion of the Property as shown on Schedule A and marked as "Land Portion".

F. The "Property" shall be defined as the land and building known as 57-00 47th Street, Maspeth, New York as more specifically shown on Schedule A attached.

42. ANNUAL BASE RENT:

42.1 Annual Base Rent shall be payable in monthly installments of \$8,000.00 per month, adjusted to the end of the month in which the Commencement Date shall occur and monthly thereafter, on the first day of each month of the Lease Term without demand or set-off until the last month of the Lease Term, whereupon there shall be a further adjustment to the end of the last month of the Lease Term:

42.2 All checks tendered to Owner, as and for the Annual Base Rental and Additional Rent, if any (collectively, the "Rent"), shall be deemed payments for the account of the Tenant. Acceptance by Owner of Rent from anyone other than the Tenant shall not be deemed to operate as an attornment to the Owner or as a consent by the Owner to an assignment or subletting, by the Tenant, of the Premises, or as a modification of the provisions of this Lease.

43. ADDITIONAL RENT:

(i) any and all reasonable or customary charges, costs and expenses, including reasonable professional fees, incurred by the Owner, in the performance of any duty required by the Tenant, under this Lease; and

(ii) all utilities consumed in the Premises, such as but not limited to, electric, gas heat, water, sewer and ~~repairs and service contracts related thereto~~. *Owner shall* The parties agree to cause the installation of separate meters for water and electric and Tenant shall pay one-half (1/2) of the cost of ~~this~~ *the* installation and purchase of any required meters. *MAINTENANCE AND REPAIR OF SUCH METERS ON HEATING SYSTEM.*

43.2 All items of Additional Rent, shall be billed from time to time, but no more frequently than monthly, by Owner to the Tenant and shall be payable by the Tenant within fifteen (15) days of such billing by Owner. All items of Additional Rent which may be payable directly by Tenant to a third party shall be paid when billed and if not so paid, the Owner shall have the right but shall not be obliged, to pay the sums so billed and thereupon same shall be immediately due to Owner. Tenant shall have the right, upon request, and not as a prerequisite to its obligation to pay such Additional Rent, to all documents, calculations and other relevant material to verify the amount of such billing.

43.3 The Owner shall have the right to add any Additional Rent due hereunder to the Annual Base Rental due or hereafter to be come due and the Owner shall have the same rights and remedies for the collection thereof as for unpaid Annual Base Rent.

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*AND THE ALLOCATION AND PROVISION OF SEPARATE
HEAT PRODUCING FACILITIES*

44. INSURANCE:

44.1 Anything contained herein to the contrary notwithstanding, the Tenant shall, at the sole expense of Tenant, provide the Owner on the date hereof, and for the duration of the Lease Term, with a comprehensive policy of general liability insurance in which the Tenant and Owner are the named insured and assureds. Said policy shall cover any and all claims arising during the Lease Term (including products liability) for damages or injuries to goods, wares, merchandise and property, and/or for any personal injury or loss of life in, upon or about the Property protecting the Tenant and the Owner against any and all liability whatsoever occasioned by accidents on or about the Premises or the Property or any appurtenances thereto including but not limited to the spill of hazardous materials and petroleum products on to the Property. Said policy is to be written by a good and solvent insurance company licensed to do business in the State of New York and ^{Reasonably} satisfactory to the Owner, in the amount of Three Million (\$3,000,000.00) Dollars including One Million (\$1,000,000.00) Dollars property damage.

44.2 Anything contained herein to the contrary notwithstanding, the Tenant shall obtain and maintain, at its own cost and expense, all risk casualty insurance, with extended coverage for the replacement value of all improvements, hereafter installed by Tenant, to the building and all personal property which may be affixed to the building as well as all fixtures of Tenant and Tenant's inventory. The personal property to be insured by the Tenant shall include, but not be limited to wall furnishings, ceilings and lighting, floor and floor coverings, and any equipment installed by Tenant.

44.3 At Owner's request, and/or in the case of replacement or renewal policies, at least Thirty (30) days prior to the renewal dates of said policies or immediately upon the institution of the replacement policies, Tenant shall furnish proof of the payment of all said insurance and written acknowledgement from the insurance carrier of the effectuation of all such insurance and the terms thereof. If Tenant fails to procure or maintain any of said insurance or to comply with the terms of this paragraph, Owner shall have the right, but shall not be obligated, to effect any of such insurance whether or not said insurance is actually in effect. In the event Owner exercises said right, Tenant shall repay to Owner the cost of effectuating same, upon demand and as Additional Rent. All insurance coverage required hereby must be written by carriers reasonably acceptable to Owner and authorized to do business in the State of New York and must further be written upon such standard terms and conditions reasonably acceptable to Owner. The Tenant agrees to deliver to the Owner a duplicate original of the aforesaid insurance policies upon taking possession of the building and upon the Tenant's failure to provide and keep in force the aforementioned insurance and insurance policies, it shall be regarded as a material default, entitling the Owner to exercise any and all of the remedies as provided in this Lease in the event of the Tenant's default.

44.4 Each policy required by this Lease shall expressly provide that (a) said insurance, as to Owner and its assigns, shall not be invalidated by any act, omission or neglect of Tenant, (b) said insurance may not be canceled for any reason except upon Thirty (30) days written notice by certified mail, return receipt requested to Owner, and (c) that if the reason for any such cancellation is the failure to pay premiums or the failure to do any act capable of performance by Owner, that said failure may be cured by Owner within said Thirty (30) day period, (d) shall not be of a "claims made" type. The cost of such cure, including reasonable attorney's fees and expenses, shall be reimbursed by the Tenant to the Owner, upon demand, and as Additional Rent.

44.5 In the event that any casualty or property insurance premium applicable to the Property is increased solely as a result of Tenant's particular use of the Premises, then 100% of such increase shall be payable by the Tenant as Additional Rent. ~~Any other increase in premium shall be paid to the extent of 50% thereof by Tenant as Additional Rent.~~ *Excluding to cargo of Tenant* Owner agrees to maintain property insurance to the extent required by its lender.

44.6 In the event Tenant shall fail after fifteen (15) days notice to deliver to Owner a copy of the aforesaid insurance policies or at the option or request of the Owner a certificate of insurance reflecting the coverages required, then Owner may in addition to any other remedy provided herein or at law for a breach of this agreement, effectuate such insurance coverage and Tenant shall pay the premium therefor as Additional Rent.

45. **SIGNAGE:**

45.1 Tenant shall not install or affix to the Property including any portion of the building or the Premises, any sign or advertisement, unless it shall obtain the prior written consent of the Owner.

46. **BROKER:**

46.1 Each party warrants to the other that it has had no dealings with any broker or agent in connection with this Lease, except.

47. **ALTERATIONS:**

47.1 Anything contained herein to the contrary notwithstanding Owner shall not be responsible for any work, of any nature in connection with the Property, except as specifically as set forth in this Lease, it being understood and agreed that all improvements and/or additions necessary, including any life, fire and safety systems, cesspool, septic or sanitary facilities, to prepare the Premises or the Property for the Tenant's use and occupancy shall be done and/or performed by the Tenant, subject to the prior consent of the Owner. Tenant shall not alter the Premises in any manner

without Owner's prior written consent. Tenant shall submit to Owner as a prerequisite to Owners approval for Tenant's Work subject to the prior consent of Owner, an interior design prepared by an architect. Tenant shall further make any additions, improvements or modifications to the Premises as may be required by law or the insurance carriers insuring the Property, to the extent that said modifications and improvements are necessitated by Tenant's use. The Tenant shall not be entitled to any abatement of rent because of its inability to use all or any part of the Property where such inability is a result of any condition, building or equipment which it is required to repair, maintain, modify or improve. Such work shall be done in a good and workmanlike manner in conformity and compliance with the requirements of this Lease, and all laws, orders, ordinances and regulations of any and all federal, state, county and city or other authorities having jurisdiction thereof, and after all plans have first been approved by the Owner. Any and all necessary permits for such work, and necessary for the conduct of Tenant's business shall be obtained by Tenant at Tenant's own cost and expense and exhibited to Owner before the commencement of any work. Tenant agrees that prior to payment for any work performed in the Premises or the Property, each contractor and subcontractor shall execute and deliver to the Owner a waiver of all mechanic's lien rights against the Premises, for such work as is the subject of such payment, holding the Owner harmless of any claims throughout the Lease Term, and in addition thereto submit to the Owner all insurance policies on a timely basis. Prior to the commencement of any work and as a prerequisite to such work and the consent of the Owner thereto, Tenant shall deliver to the Owner, certificates of insurance, of said contractors or subcontractors, (evidencing the Owner as an additional insured) with respect to workman's compensation, disability insurance, and liability insurance. **No contractor may imply or rely on any consent of the Owner to improvements made by the Tenant, unless and until the insurance coverages required of the said contractor by this lease and naming the Owner, are in effect, and Owner has consented in writing to the improvement.**

47.2 Supplementing paragraph "22" of the Form, at termination of this Lease, the Tenant shall return the Premises to the Owner in the same condition as the Premises were delivered to the Tenant, free of all garbage, debris, or any materials of any nature whatsoever which are on the Premises to the extent that same were free of such materials on the Commencement Date. In addition, at the time of the termination of this Lease, the Tenant shall, at the option and demand of the Owner, remove all improvements that Tenant has made or caused to be affixed to the Premises as to effectuate the purposes of this paragraph, exclusive of plumbing, unless the parties have otherwise agreed in writing.

48. LATE CHARGES:

48.1 In the event that any Annual Base Rent payment due under this Lease shall remain unpaid after the due date, or any Additional Rent payment after ten (10) days notice shall remain unpaid, a late charge of Five (\$.05) CENTS for each dollar so overdue shall become immediately due to the Owner, as Additional Rent.

49. CLEANING, HVAC AND MAINTENANCE:

49.1 Tenant acknowledges that Owner is not to provide cleaning, air conditioning or rubbish removal for the Premises. The Tenant further agrees to contract with an independent refuse contractor designated by Owner, and cost competitive with any such contractor servicing the geographical area of the Property, for all rubbish removal, at Tenant's sole cost and expense. Tenant shall comply with all rules and regulations promulgated by the Owner relative to garbage pickup. All refuse shall be maintained within the Premises until removed by said independent refuse contractor. All rules and regulations of the Owner, relative to refuse removal, shall be uniformly applicable to all tenants of the Property.

49.2 The Tenant shall use all reasonable diligence, in accordance with the current prevailing methods, for the prevention and extermination of vermin, rats, mice, cockroaches and/or other pests in the Premises or any other area of the Property that Tenant is permitted to use, at Tenant's sole cost and expense and shall otherwise keep the Premises clean and in order.

49.3 Tenant shall, at Tenant's sole cost and expense, to prevent any obnoxious offensive odors, noise or vibration from leaving the Premises or permeating any portion of the Property except to the same reasonably inherent in its permitted use of the Premises. In the event Tenant shall fail after ten (10) days notice to remedy the cause of such odor noise or vibration, then Owner may in addition to any other remedy provided herein or at law for a breach of this agreement, effectuate such remedy and Tenant shall pay the cost thereof as Additional Rent.

50. CONSENTS:

50.1 Any consent given by Owner pursuant to the terms of this Lease, shall not relieve the Tenant from the obligations of obtaining subsequent consents, for similar actions on its part.

51. REPAIRS:

51.1 Notwithstanding anything contained herein to the contrary, Tenant shall make all repairs, (except for structural repairs, the necessity for which was not caused by Tenant, its agents, servants, employees, contractors, licensees or invitees,) of any kind and nature to the Premises and to any improvements thereon. The Owner shall not be obligated to do anything or to perform any act that relates to the maintenance, repair or operation of the Premises. Tenant agrees that any structural repairs that are necessitated by the Tenant, its agents, servants, employees, contractors, licensees or invitees will be made at Tenant's sole cost and expense. Structural repairs shall mean, foundations and slab, perimeter walls, roof and water main.

52. INDEMNIFICATION:

52.1 Supplementing paragraph "8" of the Form, the Tenant agrees that it will indemnify and save harmless the Owner from and against any and all claims, demands, damages or causes of action for damages for personal injuries and/or property loss or damage and/or injuries causing death to any person; and for claims, demand, actions or preceding for medical expense and loss of services predicated on such claims or demands for damages for personal injuries and/or injuries causing death, arising out of Tenant's, it's assignees, sublessee's or sub-sublessee's use or occupancy of the Premises, whether said injuries or damage occurred on the Premises, the Property, or the sidewalks, streets and curbs adjacent thereof, including Owner's attorneys' fees, costs and disbursements.

52.2 Supplementing paragraph "8" of the Form, the Owner agrees that it will indemnify and save harmless the Tenant from and against any and all claims, demands, damages or causes of action for damages for personal injuries and/or property loss or damage and/or injuries causing death to any person to the extent same are caused by the acts of the Owner; and for claims, demand, actions or preceding for medical expense and loss of services predicated on such claims or demands for damages for personal injuries and/or injuries causing death to the extent same are caused by the acts of the Owner, whether said injuries or damage occurred on the Premises, the Property, or the sidewalks, streets and curbs adjacent thereof, including Tenant's attorneys' fees, costs and disbursements.

53. OWNER'S RESERVATIONS:

53.1 Anything contained in this Lease to the contrary notwithstanding, Owner reserves the right to change the location of ~~columns~~, mechanical risers, and meter rooms. Upon the receipt of notice from Owner, Tenant shall grant Owner access to the Property, for the purpose of making such changes or renovations, as set forth above.

53.2 Owner reserves the right to occupy approximately 1,400 square feet in the Demised Premises located in the area next to the existing office space and consisting of approximately 64 x 22 feet as shown on Schedule A.

53.3 Owner retains the right, at it's sole cost and expense, to amend the building's certificate of occupancy or apply for a zoning variance at any time provided same does not eliminate, change or materially impair Tenant's use. Tenant agrees to cooperate fully with Owner with regard to any such amendment or application, and to sign any documents or agreements reasonably requested by Owner. Owner hereby indemnifies and holds Tenant harmless from any and all costs and expense liability or damage as a result of any such document executed by Tenant, at Owner's request or by Owner on Tenant's behalf. Furthermore, Tenant agrees to cure any violations of present Certificate of Occupancy or zoning, caused by Tenant and meet any governmental requirements under present Certificate of Occupancy or zoning, which Tenant is required to meet and which is required for the approval of Owner's application for

alteration and/or Certificate of Occupancy, to the extent same pertains to the Premises, and if Tenant is unable, after reasonable effort, then Owner is authorized to cure and remove such violations and to meet such governmental requirements, at Tenant's cost and expense. Such cost and expense shall be payable to Owner, as Additional Rent.

53.4 Owner, its tenants and assigns further reserves the right of ingress and egress over and through the Land Portion of the Demised Premises for access to portions of building and of the Property not demised hereunder.

53.5 Owner reserves the right to remove antifreeze and #2 fuel oil tanks located in the Land Portion of the Demised Premises.

54. DESTRUCTION, FIRE AND OTHER CASUALTY:

54.1 Owner shall not be obligated to restore the ^{Premises} ~~Property~~ in the event the damage caused by fire or other casualty. If Owner shall not give written notice of its intentions to restore within ninety (90) days of such destruction, then Owner, or Tenant, as Tenant's sole remedy, may cancel this Lease upon ten (10) days notice. If Owner so gives notice to restore, then it shall commence and complete such restoration with due diligence. In all events, Rent shall not abate to the extent Tenant is ~~able to use~~ any portion of the Demised Premises (for such purpose the land and the building portion of the Demised Premises shall each comprise fifty (50%) percent of the Rent) ~~provided Tenant is not the cause of such damage~~. In all other events, Rent shall abate. Upon the date specified in any such notice to cancel, the term of this Lease shall expire as fully and completely, as if such date were the date set forth above for the termination of this Lease and Tenant shall forthwith quit, surrender and vacate the Premises without prejudice however, to Owner's rights and remedies against Tenant under the Lease provisions in effect prior to such termination. Any Rent owing shall be paid up to such date and any payments of Rent made by Tenant which were on account of any period subsequent to such date shall be returned to Tenant. Owner shall make the repairs and restorations so noticed with all reasonable expedition, subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Owner's control. After any such casualty, Tenant shall cooperate with Owner's restoration by removing from the Premises as promptly as reasonably possible, all of Tenant's inventory and movable equipment, furniture, and other property. Nothing contained hereinabove shall relieve Tenant from liability that may exist as a result of damage from fire or other casualty.

55. GENERAL:

55.1 Except as otherwise in this Lease provided, a bill, statement, notice or communication which the parties may desire or be required to give to each other shall be deemed sufficiently given or rendered if, in writing, delivered personally or sent by registered or certified mail to the respective address below recited or such other address communicated, to a Party. The time of the rendition of such bill or statement, and of the

giving of such notice or communication, shall be deemed to be the time when the same is delivered to said address:

Owner:

57-00 Maspeth Avenue, LLC
57-00 47th Street
Maspeth, New York 11378

and a copy to:

Crocco & De Maio, P.C.
98 Cutter Mill Road; Suite 462
Great Neck, New York 11021
Attn: James V. Camardella, Esq.

Tenant:

Island Transportation Corporation
Island Fleet Services, Inc.
299 Edison Avenue
West Babylon, New York 11704

and a copy to:

Weinberg & Kert, LLP
666 Old Country Road
Suite 301
Garden City, New York 11530

55.2 Supplementing paragraph "21" of the Form, any holding over by the Tenant after the expiration of the Lease, or the terms of renewal, if any, without, the written consent of Owner, shall not be deemed or considered as a renewal or extension of the Lease. In the event of any such holding over, the parties agree that the value of the use and occupancy of the Premises shall be one hundred fifty percent (150%) of the Rent, exclusive of Additional Rent due during or applicable to the last month of the Lease Term. Tenant agrees to deliver to Owner within ten (10) days of Owners request, an estoppel certificate to confirm any provision of this lease; such confirmation shall be in such form as Owner may request. In the event Tenant shall fail to so deliver, Tenant shall pay as Additional Rent the cost and expenses, including attorney fees, incurred Owner, in the process of enforcing Tenant's said obligations. Such request shall be limited to purposes related to mortgages or financing related matters and shall not be made more than twice in any calendar year.

55.3 Tenant agrees within thirty (30) days of the date hereof to remove at its sole cost and expense and in accordance with law (i) all debris, equipment and material from north side of the building and land adjacent thereto, (ii) all drums of material located on the Property, (iii) all petroleum products visible on the soil of the Property, and (iv) by the end of the Lease or upon demand of the Owner, all material in the diesel, antifreeze,

*Tenant shall be obligated to maintain in good order and
upkeep and in compliance with law, the Diesel tank shown on
Schedule A and remove the material therefrom by the end of the lease.*
waste oil and motor oil tanks located on the Property except to the extent waived by
the Owner. The failure to remove same shall be deemed a natural breach of this lease
entitling Owner to either terminate this Lease or cause same to be removed at the sole
cost of Tenant and to demand repayment of said costs as Additional Rent. Tenant
agrees during the term hereof to maintain the Premises free from all such debris and
drums of material and in a generally orderly and sightly fashion consistent with the
maintenance of the Property by the Owner.

55.4 The Tenant shall protect, indemnify and save harmless the Owner from and
against all liabilities, obligations, claims, damages, penalties, causes of action, costs and
expenses (including without limitation reasonable attorney's fees and expenses),
imposed upon or incurred by or asserted against the Owner by reason of (i) the presence,
disposal, escape, seepage, leakage, spillage, discharge, emission, release or threatened
release of any Hazardous Materials caused by Tenant on or after the date hereof, on,
from or affecting the Property or any other property; (ii) any personal injury (including
wrongful death) or property damage (real or personal) arising out of or related to such
Hazardous Materials; (iii) any lawsuit brought or threatened, settlement reached, or
government order relating to such Hazardous Materials; or (iv) any violation of laws,
orders, regulations, requirements, or demand of government authorities, or any policies or
requirement of the Mortgage which are based upon or in any way related to such
Hazardous Materials including, without limitation, attorney or consultant fees,
investigation and laboratory fees, court costs, and litigation expenses.

OWNER:

57-00 MASPETH AVENUE, LLC

BY: Mary Jean Lamanis

DATE: _____

TENANT:

ISLAND TRANSPORTATION
CORPORATION

BY: [Signature]

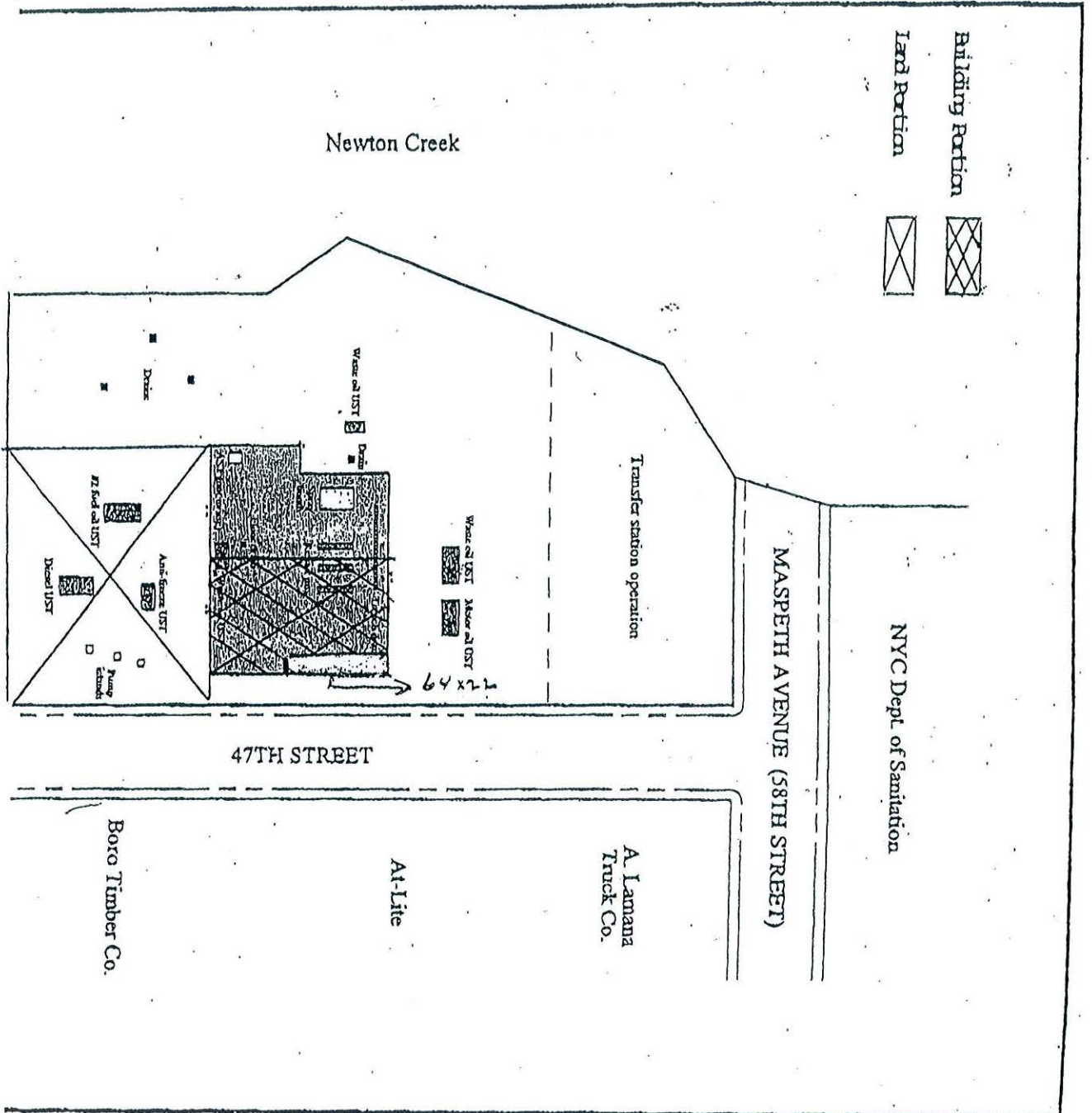
DATE: _____

ISLAND FLEET SERVICES, INC.

BY: [Signature]

DATE: _____

SCHEDULE A



ESTOPPEL CERTIFICATE

This Certificate is given to BROOKLYN FEDERAL SAVINGS BANK, a Federal Savings Bank ("Lender"), by Island Transportation Corp., a corporation ("Tenant"), with the understanding that Lender and its counsel will rely on this Certificate in connection with a proposed mortgage loan (the "Loan") on the Building commonly known as 67-00 Maspeth Avenue, LLC New York (the "Property"). Tenant hereby certifies as follows:

1. The undersigned is the Tenant under that certain lease dated MAY 1, 2001 (the "Lease") executed by Island Transportation Corp. and 67-00 Maspeth Ave. LLC ("Landlord") or its predecessor in interest, as landlord and Tenant or its predecessor in interest, as tenant. A true, correct and complete copy of the Lease, together with any amendments, modifications and supplements thereto, is attached hereto. The Lease is the entire agreement between Landlord (or any affiliated party) and Tenant (or any affiliated party) pertaining to the leased premises. There are no amendments, modifications, supplements, arrangements, side letters or understandings, oral or written of any sort, of the Lease, except NA

2. Tenant's Lease terms: approximate leaseable square feet NA (the "Premises"); the commencement date of the term of the Lease is MAY 1, 2001; the expiration date of the term of the Lease is APRIL 30, 2003; the fixed annual minimum rent is \$132,000, payable monthly in advance on the first day of each calendar month; the next rent payment of \$11,000 is due on FEB. 1, 2003; no rent has been prepaid except for the current month; Tenant agrees not to pay rent more than one month in advance; rent payments began on MAY 1, 2001; the fixed annual minimum rent is subject to rental increases as set forth in the Lease, and the last increase covers the period from MAY 1, 2002 through APRIL 30, 2003. Tenant's percentage share of operating expenses/common area charges, insurance and real estate taxes is 50% OF THE INCREASE, which is currently being paid on an estimated basis in advance at the rate of \$ NA per month; Tenant is obligated to pay percentage rent equal to NA% of annual gross sales in excess of \$ NA; all rent has been paid through JAN 31, 2003 and Tenant has paid a security deposit of \$ 0 in connection with the Lease.

3. Tenant does not have any right or option to: renew or extend the term of the Lease, or to expand into any additional space, or to terminate the Lease in whole or in part prior to the expiration of the term, or to purchase all or any part of the Property or the Premises, except.

4. The Lease has been duly executed and delivered by, and is a binding obligation of, Tenant, and the Lease is in full force and effect.

5. Tenant has unconditionally accepted the Premises and is satisfied with all the work done by and required of Landlord; Tenant has taken possession and is in occupancy of the

Premises and is open for business, rent payments have commenced, and all tenant improvements in the Premises have been completed by Landlord; and as of the date hereof Tenant is not aware of any defect in the Premises.

6. All obligations of Landlord under the Lease have been performed, and Landlord is not in default under the Lease. There are no offsets or defenses that Tenant has against the full enforcement of the Lease by Landlord. No free periods of rent, tenant improvements, contributions or other concessions have been granted to Tenant; Landlord is not reimbursing Tenant or paying Tenant's rent obligations under any other lease; and Tenant has not advanced any funds for or on behalf of Landlord for which Tenant has a right of deduction from, or set off against, future rent payments.

7. Tenant is not in default under the Lease. Tenant has not assigned, transferred or hypothecated the Lease or any interest therein or subleased all or any portion of the Premises. Tenant is not insolvent and is able to pay its debts as they mature. Tenant has not declared bankruptcy or similar insolvency proceeding, and has no present intentions of doing so, and no such proceeding has been commenced against Tenant seeking such relief, and Tenant has no knowledge that any such proceeding is threatened.

8. Tenant hereby acknowledges and agrees that Tenant's rights under the Lease shall be subject and subordinate to Lender's rights under any mortgage, deed of trust or similar agreement given by Landlord in connection with the Loan. Tenant shall atom to and accept performance by Lender of any covenant, agreement or obligation of Landlord contained in the Lease with the same force and effect as if performed by Landlord. In no event, however, shall Lender be obligated to perform any such covenant, agreement, or obligation of Landlord under the Lease.

9. The term "Lender" as used herein includes any successor or assign of the named Lender and the term "Landlord" as used herein includes any successor or assign of the named Landlord.

10. The person executing this Estoppel Certificate is authorized by Tenant to do so and execution hereof is the binding act of Tenant enforceable against Tenant.

Dated: 1-21, 2003.

TENANT:

By

Name:

Title:

PETER FIORETTI SR.
PRESIDENT



PBS Number
2-318744

New York State Department of Environmental Conservation
PETROLEUM BULK STORAGE CERTIFICATE

625 Broadway, 11th Floor, Albany, NY 12233-7020 Phone: 518-402-9553

Region 2 NYSDEC - PBS Unit
One Hunters Point Plaza, 1st Floor
47-40 21st Street, L.I. City, NY 11101-6454
(718) 482-6454

<u>TANK NUMBER</u>	<u>TANK LOCATION</u>	<u>DATE INSTALLED</u>	<u>TANK TYPE</u>	<u>PRODUCT STORED</u>	<u>CAPACITY (GALLONS)</u>	<u>DATE LAST TESTED</u>	<u>TESTING DUE DATE</u>
001	Underground	10/01/1985	Fiberglass Reinforced Plastic (FRP)	Diesel	4,000	12/21/2007	
2	Aboveground - in contact with impervious barrier	01/03/2000	Steel/Carbon Steel/Iron	Motor Oil	180		*
3	Aboveground - in contact with impervious barrier	01/03/2000	Steel/Carbon Steel/Iron	Waste Oil/Used Oil	180		*

* Aboveground tanks require monthly visual inspections and may need documented internal inspections as described in 6 NYCRR Part 613

OWNER:
5700 MASPETH AVENUE LLC
57-00 47TH STREET
MASPETH, NY 11378

SITE:
ISLAND TRANS CORP
57-00 47TH STREET

MASPETH, NY 11378

ON-SITE RAY BEDFORD
OPERATOR: (718) 821-6900
**PRIMARY
OPERATOR:**
EMERGENCY ROSSANA BORTONE
CONTACT: (718) 456-8636

MAILING CORRESPONDENCE:

ISSUED BY: Commissioner
Alexander B. Grannis
PBS NUMBER: **2-318744**
DATE ISSUED: 12/11/2008
EXPIRATION DATE: 12/16/2013
FEE PAID: \$300.00

57-00 MASPETH AVENUE, LLC
57-00 47TH STREET
MASPETH, NY 11378

As an authorized representative of the above named facility, I affirm under penalty of perjury that the information displayed on this form is correct to the best of my knowledge. Additionally, I recognize that I am responsible for assuring that this facility is in compliance with all sections of 6 NYCRR Parts 612, 613 and 614, and applicable sections of 6 NYCRR Subpart 374-2 (used oil tanks only), not just those cited below:

- The facility must be re-registered if there is a transfer of ownership.
- The Department must be notified within 30 days prior to adding, replacing, reconditioning, or permanently closing a stationary tank.
- The facility must be operated in accordance with the code for storing petroleum, 6NYCRR Part 613.
- Any new facility or substantially modified facility must comply with 6NYCRR Part 614.
- This certificate must be signed and posted on the premises at all times. Posting must be at the tank, at the entrance of the facility, or the main office where the storage tanks are located.
- Any person with knowledge of a spill, leak or discharge must report the incident to DEC within two hours (1-800-457-7362).

Signature of Representative/ Owner

Date

Name and Title of Authorized Representative/Owner (Please Print)

FIRE DEPARTMENT, CITY OF NEW YORK - BUREAU OF FIRE PREVENTION



PERMIT IS NOT TRANSFERABLE
TO ANY OTHER PERSON, FIRM
OR CORPORATION AND MAY
BE REVOKED AT ANY
TIME BY THE FIRE COMMISSIONER

PERMIT SHALL BE
PROMINENTLY DISPLAYED
ALL TIMES ON PREMISES

FIRE DEPARTMENT, CITY OF NEW YORK

PERMIT

BUREAU OF FIRE PREVENTION

ACCOUNT NUMBER	TYPE	A.P.	D.O.	ADM. CO.	ISSUANCE DATE	PERMIT EXPIRES
26098186	20	C	14	E291	05/31/12	05/13

PREMISES ADDRESS	ACCOUNT NAME
57-00 47 ST QUEENS, NY 11378	57-00 MASPETH AVE LLC

ITEM CODE	SUB CODE	QTY	DESCRIPTION	FLOOR NO.	FEE
202	02	1	FO NO C OF F > 550 TO 1099	1	PAID

PERMIT TYPE
1

1=REGULAR
2=SUPPLEMENTAL
3=DUPLICATE

57-00 MASPETH AVE LLC
5700 47TH ST
MASPETH NY 11378-2105

ANNUAL FEE PAID



2012218735

THREE 275 GAL TANKS
C OF A #5961/97

BY ORDER OF THE COMMISSIONER

FIRE DEPARTMENT, CITY OF NEW YORK - BUREAU OF FIRE PREVENTION



PERMIT IS NOT TRANSFERABLE
TO ANY OTHER PERSON, FIRM
OR CORPORATION AND MAY
BE REVOKED AT ANY
TIME BY THE FIRE COMMISSIONER

PERMIT SHALL BE
PROMINENTLY DISPLAYED
ALL TIMES ON PREMISES

FIRE DEPARTMENT, CITY OF NEW YORK

PERMIT

BUREAU OF FIRE PREVENTION

ACCOUNT NUMBER	TYPE	A.P.	D.O.	ADM. CO.	ISSUANCE DATE	PERMIT EXPIRES
95046884	25	C	14	E291	05/31/12	05/14

PREMISES ADDRESS	ACCOUNT NAME
57-00 47 ST QUEENS, NY 11378	5700 MASPETH AVENUE LLC

ITEM CODE	SUB CODE	QTY	DESCRIPTION	FLOOR NO.	FEE
202	00	1	FO NO C OF F = TO OR < 550 GAL	-1	PAID

PERMIT TYPE
1

1=REGULAR
2=SUPPLEMENTAL
3=DUPLICATE

5700 MASPETH AVENUE LLC
5700 47TH ST
MASPETH NY 11378-2105

ANNUAL FEE PAID



2012218765

TWO 275 GAL TANKS

BY ORDER OF THE COMMISSIONER

FIRE DEPARTMENT, CITY OF NEW YORK - BUREAU OF FIRE PREVENTION



PERMIT IS NOT TRANSFERABLE
TO ANY OTHER PERSON, FIRM
OR CORPORATION AND MAY
BE REVOKED AT ANY
TIME BY THE FIRE COMMISSIONER

PERMIT SHALL BE
PROMINENTLY DISPLAYED
ALL TIMES ON PREMISES

FIRE DEPARTMENT, CITY OF NEW YORK

PERMIT

BUREAU OF FIRE PREVENTION

ACCOUNT NUMBER	TYPE	A.P.	D.O.	ADM. CO.	ISSUANCE DATE	PERMIT EXPIRES
92105634	10	P	14	E291	06/30/11	05/12

PREMISES ADDRESS	ACCOUNT NAME
57-05 47 ST QUEENS, NY 11378	ALMAR SUPPLIES INC.

ITEM CODE	SUB CODE	QTY	DESCRIPTION	FLOOR NO.	FEE
616	02	1	AC/REFRIG = TO 5H.P. ROOF/CEIL	1	PAID

PERMIT TYPE
1

1=REGULAR
2=SUPPLEMENTAL
3=DUPLICATE

5705 47TH ST
MASPETH NY 11378-2104

ANNUAL FEE PAID



2011073736

ARCOAIRE 1 COMP
EUP #401017911

BY ORDER OF THE COMMISSIONER



sanitation

PERMIT AND INSPECTION UNIT

125 Worth Street, Room 723
New York, NY 10013
Telephone (646) 885-5027
Fax (212) 788-3786

Date of Issuance: March 27, 2008

FILL MATERIAL SOLID WASTE TRANSFER STATION PERMIT

Transfer Station Number: 22

**Address: Pebble Lane Associates, Inc.
57-00 47th Street
Queens, New York 11378**

Block # 2601 Lot # 1 & 6

From: 5/2/07 To: 5/1/08

All operations at these premises and the use thereof shall be in conformity with all applicable federal, state and local laws, and the rules and regulations of any governmental agency having jurisdiction over these premises or the use thereof; and in accordance with any statements contained in your application.

The above referenced location is to be used only for the reception and deposition of fill material. This permit is further subject to the following conditions:

- (1) The height of the fill material solid waste pile(s) must not exceed 40 feet;
- (2) The volume of fill material stored must not exceed 7,500 cubic yards;
- (3) A working water supply must be within access of all sections of the pile(s);
- (4) Dust created by the dumping and transferring of fill material must be kept under control;
- (5) Only fill material can be dumped at the transfer station site as defined by the Department's rules and regulations;
- (6) A daily record shall be kept showing what fill material is brought into the site by cubic yards, where it came from, and where it was ultimately disposed of by cubic yards;

Page 1 of 2

www.nyc.gov/sanitation

KEEP NYC CLEAN



REDUCE, REUSE, RECYCLE



DON'T LITTER



printed on recycled paper

- (7) Fill material may be deposited only in the depository area initially outlined for this purpose on the survey map;
- (8) This permit should be prominently displayed at the transfer station site and available for review by Department inspectors at all times.
- (9) This permit is conditioned upon compliance by the permittee with any and all rules and regulations of the Department of Sanitation in existence on the date of this permit's issuance, and any operating rules amended or promulgated during its term.
- (10) In issuing this permit, the Department of Sanitation has relied upon the statements, representations and certifications made on behalf of the transfer station operator by its principals, agents, employees or professional consultants in the permit application and in the documents, materials and other information submitted in support of such application (collectively, the "Application"). Any material misrepresentations or material omissions contained in the Application may be deemed grounds for suspension or termination of the permit.
- (11) This Order is issued upon the condition that the Applicant's fill material transfer station shall comply with all federal, state and local laws, rules and regulations governing the installation of a system for the sanitary disposal of stormwater, sewage and waste water and the discharge of stormwater, sewage and waste water. The Department or other regulatory agency with jurisdiction over such installations or discharges may inspect the Applicant's fill material transfer station to determine compliance with such requirements and may require the installation of a drainage or other system where necessary.

SPECIAL NOTE

THIS PERMIT IS BASED UPON THE CONDITION THAT THE HOLDER OBTAIN RENEWALS OF ALL REQUIRED PERMITS AND SUBMIT COPIES OF THOSE RENEWED PERMITS TO THE PERMIT & INSPECTION UNIT, DEPARTMENT OF SANITATION. THE DEPARTMENT'S PERMIT SHALL BE SUSPENDED IF THE HOLDER SHALL FAIL TO RENEW ANY AND ALL REQUIRED PERMITS AND PROMPTLY SEND COPIES OF THOSE RENEWED PERMITS TO THE PERMIT & INSPECTION UNIT. FAILURE TO COMPLY WITH THE ABOVE NOTED RULES SHALL ALSO RESULT IN SUSPENSION.


Bryant Small

Phase II Environmental Site Assessment

Supplemental Selective Sampling Investigation

October 24, 1997

97-229A

conducted at:

Island Transportation

57-00 47th Street

Maspeth, New York

New York City Tax Map Designation: Block 2601, Lot 6

prepared for:

Pebble Lane Associates

323 Merrick Road

Lynbrook, New York

user:

European American Bank

EAB Plaza

Uniondale, New York



Impact Environmental

Geotechnical Services · Environmental Consulting · Environmental Engineering · Environmental Contracting

Forty-Six East Northport Road · Kings Park · New York 11754 · 516-269-8800 · Facsimile 516-269-1599 · e-mail ie4enviro@aol.com

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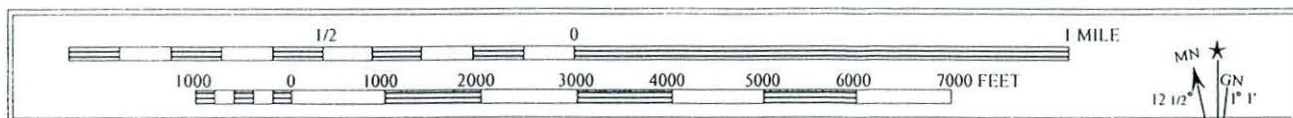
Purpose and Scope

This investigation was conducted to define the environmental quality of the industrial property located at 57-00 47th Street, Maspeth, New York (*New York City Tax Map Designation: Block 2601; Lot 6*), herein identified as the subject property. The scope of this investigation was predicated upon the Phase I Environmental Site Assessment (ESA) conducted on the subject property by Impact Environmental Consulting, Inc. dated August 25, 1997. The Phase I ESA identified issues requiring supplemental data to further define the environmental quality of the subject property. Specifically, this Phase II Environmental Site Assessment was conducted to provide data to determine if subsurface petrochemical contamination from point and non-point source pollutants generated from on-site and off-site sources have impacted the environmental quality of the subject property.

The sampling program was designed and performed by Impact Environmental Consulting, Inc. Laboratory analysis was provided by ICM Laboratories, Inc. The protocol used to direct this investigation was based upon: 1) the New York State Department of Environmental Conservation (NYSDEC), Technical Administrative Guidance Manual (TAGM) # 4046, Determination of Soil Cleanup Objectives and Cleanup Levels; 2) NYSDEC Spill Technology and Remediation Series (STARS), Memo # 1, Petroleum Contaminated Soil Guidance Policy; 3) the NYSDEC Spill Stipulation Program; and 4) the Phase I ESA performed by Impact Environmental Consulting, Inc. dated August 25, 1997. The following sections detail the site and area characteristics, sampling program, protocol and quality assurance, laboratory analysis and results.

- ❖ **Site Description**
- ❖ **Sampling and Analysis Program**
- ❖ **Laboratory Analysis of Samples**
- ❖ **Quality Control Procedures**
- ❖ **Evaluation of Results**
- ❖ **Conclusion**

Presented herein are the results of the Phase II ESA, Selective Sampling Investigation conducted by Impact Environmental Consulting, Inc. on the subject property (see **Plate # 1: Project Location Map, Maspeth, New York**).



impact environmental
46 East Northport Road
Kings Park, New York 11754

97-229
Plate # 1: Project Location Map
Maspeth, New York

United States Department of the Interior
Geological Survey
BROOKLYN QUADRANGLE
7.5 Minute series (Topographical)

1.0 SITE DESCRIPTION

The areal extent of the subject property was approximately 155,000 square feet. The subject property contained one single-story, masonry building with an approximate footprint of 19,700 square feet. The surface area of the subject property consisted of asphalt and concrete parking areas, concrete walkways, exposed soils, and natural vegetation. The subject property exhibited low topographic relief (less than five percent slopes).

The elevation of the subject property, as presented on the United States Geologic Survey (USGS), Brooklyn Quadrangle Map, approximates ten (10) feet above sea level. The water table exists at an elevation of zero to five (0-5) feet above sea level. Based on regional data compiled from the NYSDEC, groundwater is expected to move across the subject property along a western vector path (towards Newtown Creek).

1.1 Land Use

The subject property lies within New York City manufacturing zoning district M3-1. The interior of the building was utilized as office and operational space by Island Transportation Corporation (ITC), a fuel oil / gasoline distributor (hauler for hire).

1.2 Recognized Environmental Conditions

The following recognized environmental condition was identified:

- i. The Phase I ESA identified the subject property as having been part of a major bulk petroleum storage facility for at least twenty four years (a period of time that extended from 1914 to at least 1936) as part of the former Valvoline Oil Company Depot. The depot included a large above ground storage vessel of unknown construction and a portable drum storage area (located on the southwest corner of the subject property).

More recent, the subject property has been used for the storage of small volumes of mixed petroleum products within underground storage tanks. The tank inventory includes: a four thousand (4000) gallon diesel tank; two four thousand (4000) gallon tanks of unspecified content; a six thousand (6000) gallon fuel oil tank and a one-thousand (1000) gallon tank of

October 24, 1997

unspecified content. All of the storage tanks were listed as installed October of 1985. The tanks are required to be tightness tested within the next three years.

Accordingly, it was recommended that a limited subsurface investigation be performed in order to determine if the prior site use has acted to degrade the environmental quality of the subject property.

2.0 SAMPLING AND ANALYSIS PROGRAM (SAP)

2.1 Soil Gas Survey

An active soil gas survey was performed on the subject property by qualified Impact Environmental Consulting, Inc. staff members. A total of twenty two (22) soil gas probes were installed on the subject property with a *Geoprobe* mechanized vehicle mounted probe system (see Diagram #1, Geoprobe Sampling System). Said soil gas probe locations were labeled GP-1 through GP-22 (see Plate #2: Soil Gas Survey, Maspeth, New York).

The soil gas probes penetrated the soil to depths of up to ten (10) feet below existing grade. The probes were monitored at a discrete interval throughout the soil vadose zone. Monitoring consisted of a survey of total organic vapors present in the probe at each interval. Results of the total organic survey readings were recorded (see Table #1: Soil Gas Results, Maspeth, New York).

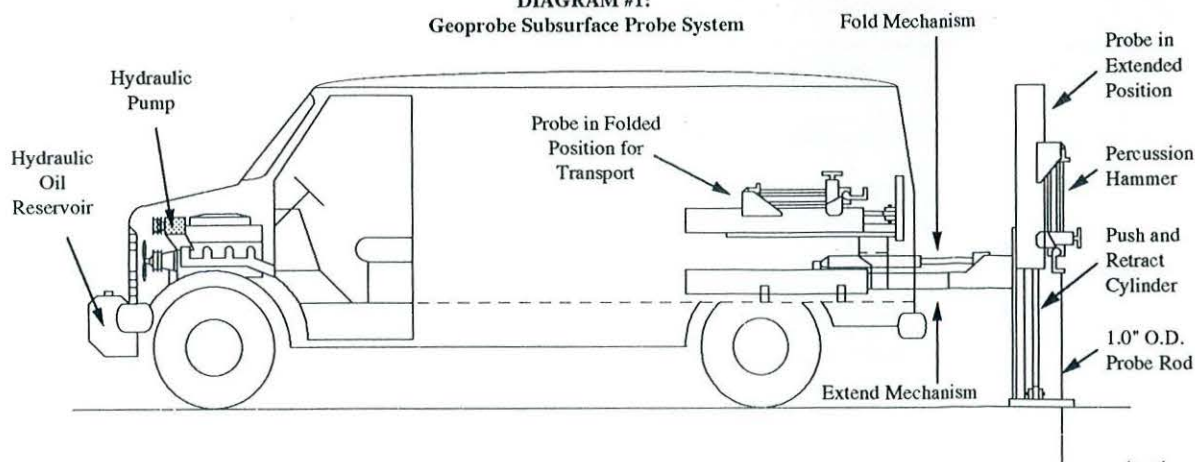
2.1.1 Soil Gas Survey Procedure

Soil gas survey analysis is used to determine if hydrocarbons (including volatile and semivolatile organic compounds) are present at detectable concentrations in the pore space of a specific medium. There are two types of soil gas surveys - passive and active. Both methods rely on the capacity of hydrocarbons to migrate through soil pore spaces to a sampling point. The results of a soil gas survey can help to determine the horizontal and vertical distribution of hydrocarbons at a given site, aiding in selecting efficient ancillary sampling and analysis programs and remediation feasibility studies and actions.

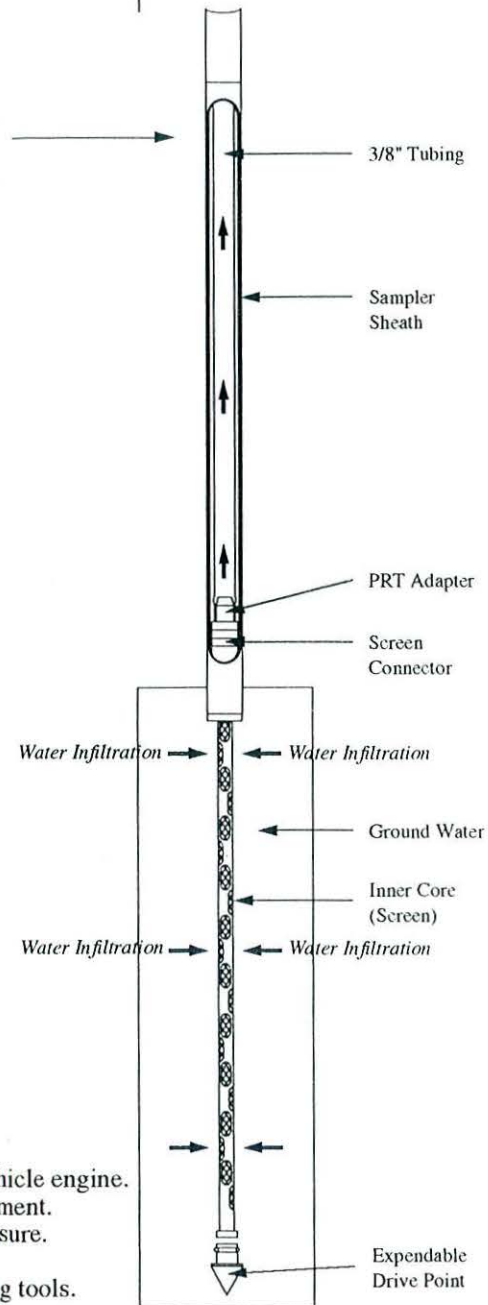
Where contaminants are present, soil gas analysis generates results that are not directly proportional to actual contaminant concentrations existing within the associated soil system. The variance is caused by the following factors: 1) soil moisture content, 2) soil gradation, 3) soil chemistry, 4) soil temperature, 5) soil packing/sorting, and 6) chemical nature of the contaminant.

The soil probes were installed using a Geoprobe hydraulically powered soil probing tool (see Diagram #1, Geoprobe Subsurface Probe System). The *Geoprobe* mechanized vehicle mounted probe system applies both the static force of the vehicle and a hydraulically powered percussion hammer for probe sampler placement (static down forces up to 3,000 pounds combined with

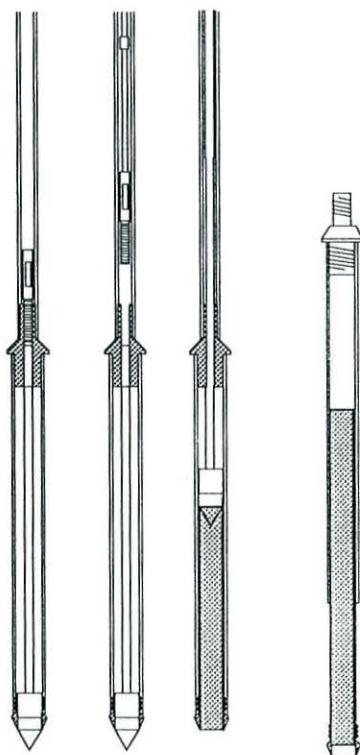
DIAGRAM #1:
Geoprobe Subsurface Probe System



Ground Water Sample Tool
Tool allows a stainless steel screen to be delivered to intersect groundwater. Sample transported to surface via pump system.



Soil Probing Tool
Tool is advanced and sample is contained within a non-reactive plastic sheathing.

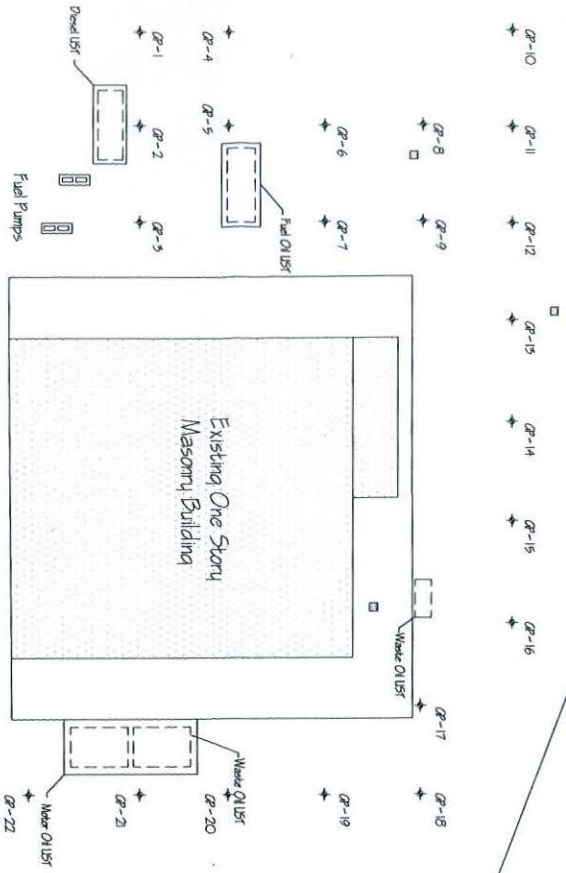


Basics

- Hydraulic powered probe unit operated from hydraulic system driven from the vehicle engine.
- Remote vehicle ignition allows operator to start vehicle engine from rear compartment.
- Belt driven hydraulic pump supplies 10 gpm at 2000 rpm, 2250 psi operating pressure.
- Probe unit folds for transport.
- Utilizes static force (weight of vehicle) and percussion hammer to advance probing tools.
- 8 horsepower hydraulic hammer delivers over 1800 blows per minute.
- Hammer features 0-300 rpm Lh directional rotary function for drilling surface pavements.
- Probes have greater than 12,000 pounds of pulling capacity.
- Drives small diameter (1.0" O.D.) probing tools to depths of over 80'.

Newton

Creek



47th Street

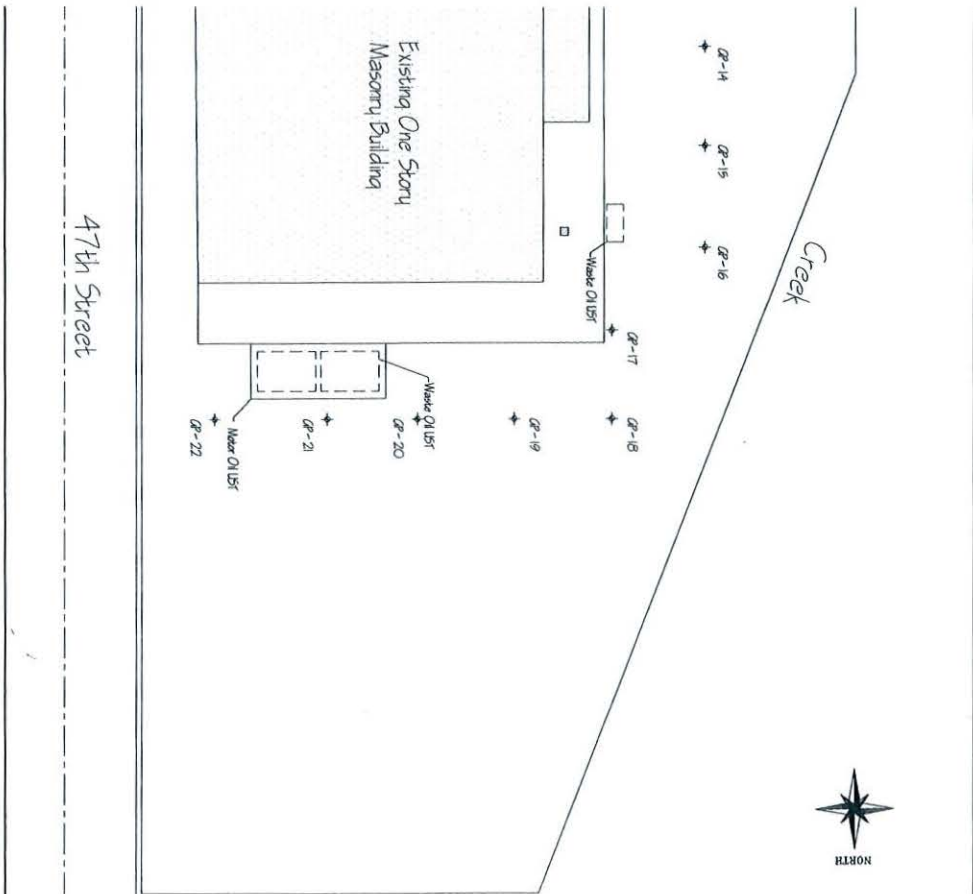


Table 1: Soil Gas Analysis
Maspeth, New York
97-229A

Sample ID	GP-1	GP-2	GP-3	GP-4	GP-5	GP-6	GP-7	GP-8	GP-9	GP-10	GP-11	GP-12	GP-13	GP-14	GP-15	GP-16	GP-17
Unit	PPM	PPM	PPM	PPM	PPM	PPM	PPM	PPM	PPM	PPM	PPM	PPM	PPM	PPM	PPM	PPM	PPM
Results:	1,252	>2,000	1,851	1,011	1,560	800	200	101	90	15	21	19	25	12	15	125	11

Sample ID	GP-18	GP-19	GP-20	GP-21	GP-22
Unit	PPM	PPM	PPM	PPM	PPM
Results:	15	26	13	13	9

percussion hammer of eight horsepower continuous output). The probe sampler is a hollow pipe section slotted at the base to allow air to enter the probe. The pipe section comes to a point on the leading side and is threaded on the other. During standard operations, the pointed side is placed down, perpendicular to existing grade, and driven below ground with the threaded side remaining above grade. Hollow three foot pipe sections, threaded on both sides are then attached to the probe and driven below ground to the desired sampling depth. Discrete air samples are monitored by placing tubing into the annulus of the pipe sections and attaching it to a portable organic vapor analyzer/gas chromatograph for analysis.

2.2 Subsurface Geoprobe Soil Probes

Seventeen (17) probe nodes, identified as SP-1 through SP-17 and GW-3 through GW-6, were installed on the subject property (see Plate #: 3, Sample Acquisition Plan, Maspeth, New York). The probe node locations and sampling depths were selected based upon the results of the previously performed soil gas survey (see Section 3.1). Such a sampling scheme is authoritative in that it required prior knowledge of the sample media.

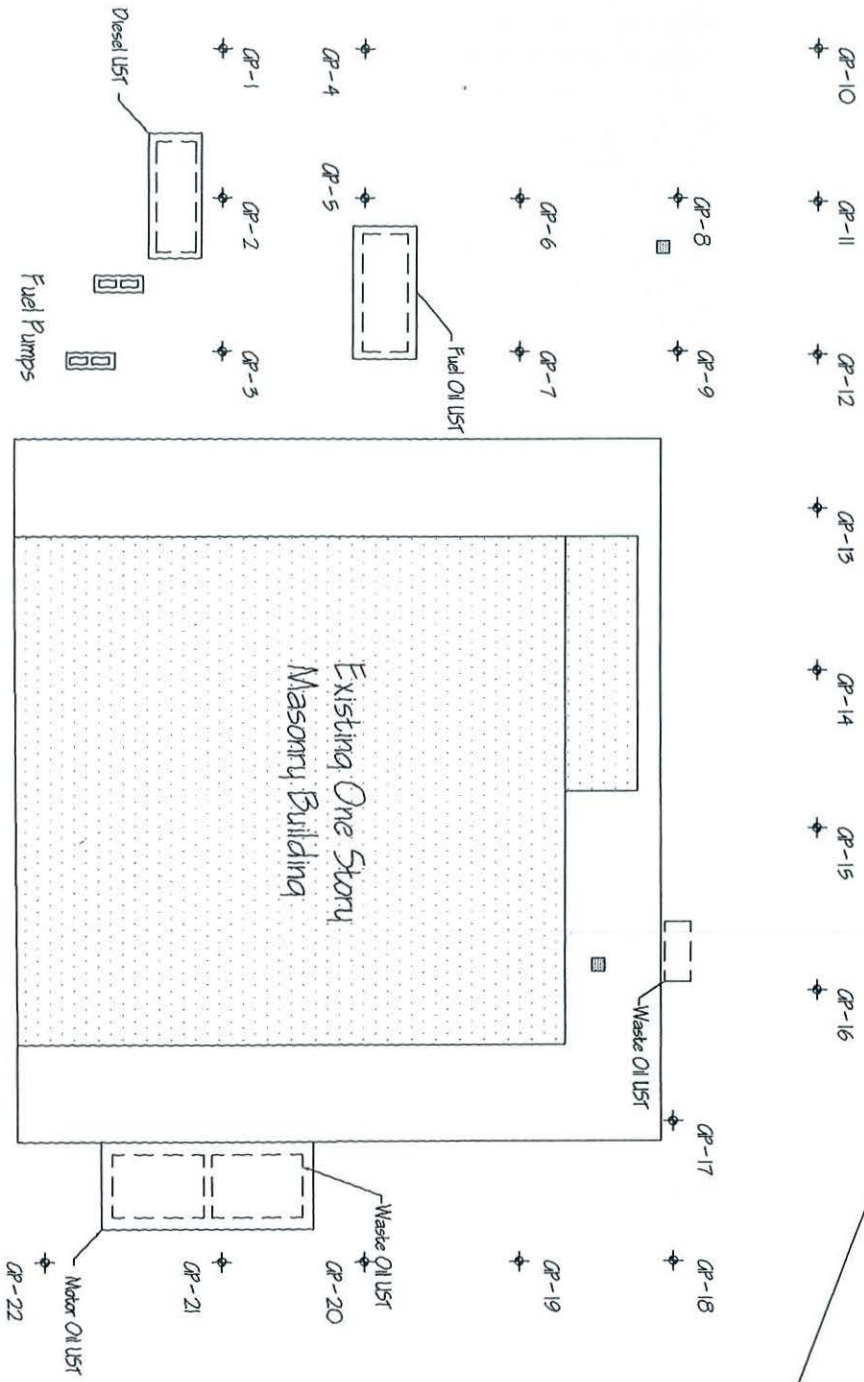
Soil samples were secured from each probe node on a vertical interval that was a function of soil compaction (typically ranging between two and five feet). The soil samples secured from the subject property were representative of the soil at depths ranging from five to fourteen (5-14) feet below existing grade (BEG). Saturated samples (those taken below the water table) were given the GW index.

2.2.1 Subsurface Soil Probe Installation

The soil probes were installed using a Geoprobe hydraulically powered soil probing tool. Recovery of large sample volumes was facilitated with a probe-driven sampler. The probe-driven sampler consisted of a hollow probe which opened via a remote control mechanism at the selected sampling depth in the soil profile to allow soil to enter as it was advanced. Discrete samples were secured at the desired depths and were contained within a non-reactive plastic sleeve which lined the hollow probe for subsequent inspection and analysis.

Newtown

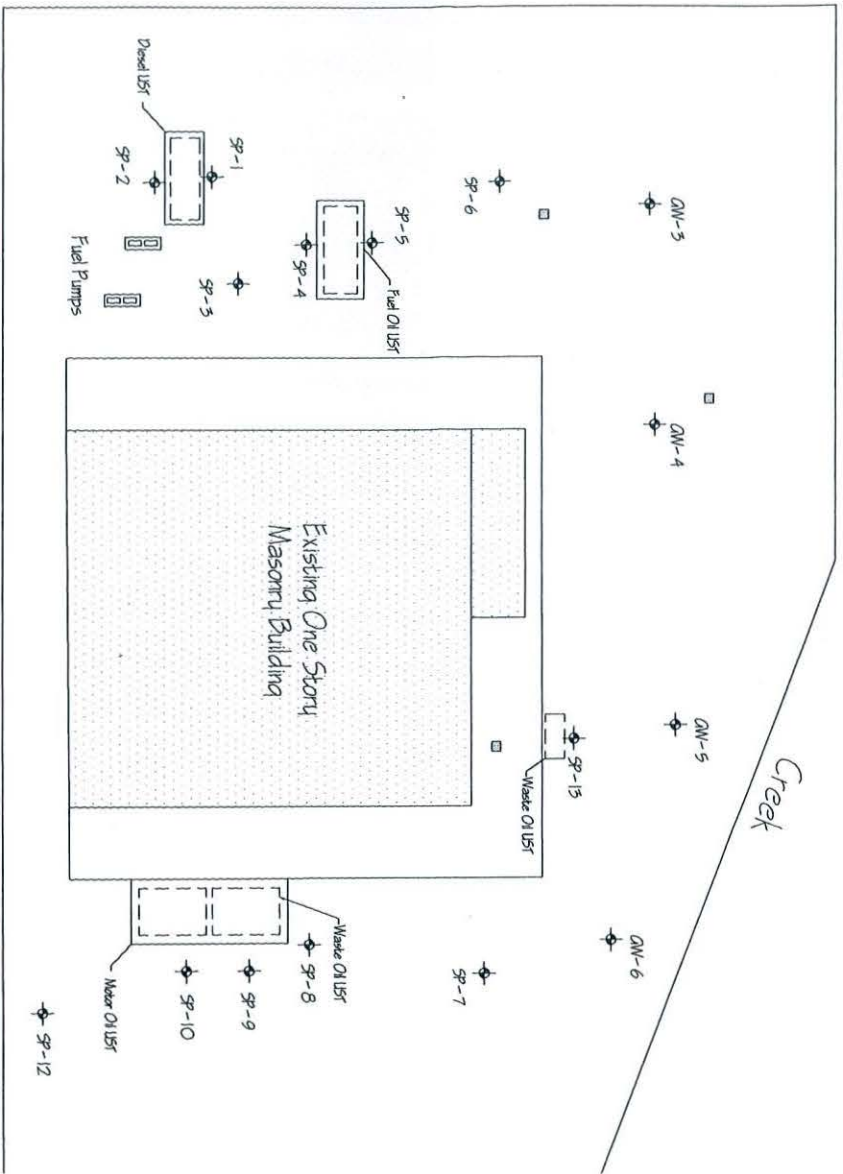
Creek



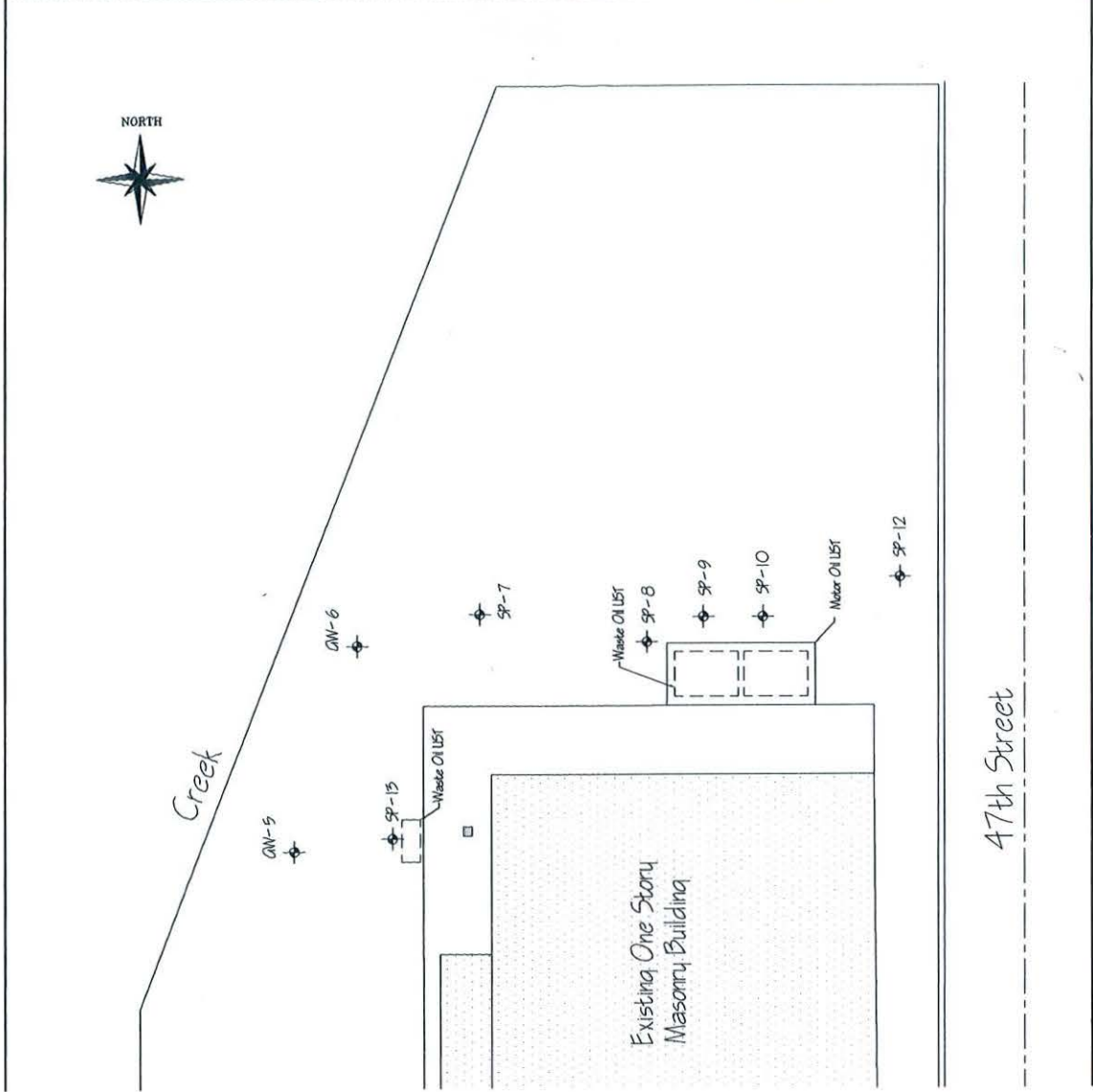
47th Street

Newton

Creek



47th Street



2.3 Head Space Analysis

Head space analysis was performed on the soil samples acquired from each of the soil probe nodes to provide precursory data regarding hydrocarbon contamination. Results of the analysis were used to adjust the sampling and analysis program to yield the most accurate and representative results. The results of the head space analysis is provided in Table #2, Head Space Analysis Results, Maspeth, New York).

2.3.1 Head Space Analysis Procedure

Head space analysis was performed utilizing a portable photo ionization detection meter to measure what, if any, hydrocarbon concentrations were present in isolated portions of the secured samples. Head space analysis was conducted by partially filling a wide-mouth glass container with sample aliquot and sealing the top with aluminum foil, thereby creating a void. This void is referred to as the sample head space.

To facilitate the detection of any hydrocarbons contained within the sample head space, the container was agitated for a period of thirty (30) seconds. The probe of the vapor analyzer was then injected through the foil into the head space to measure the hydrocarbon concentrations present. A Photovac Micro Tip II photo ionization detection meter (PID) was the organic vapor analyzer selected for the head space analysis. A PID utilizes the principle of photo ionization for detection and measurement of hydrocarbon compounds. A PID does not respond to all compounds similarly; rather, each compound has its own response factor relative to its calibration. For this investigation, the PID was calibrated to isobutylene. Hydrocarbon relative response factors for a PID calibrated to isobutylene are published by the manufacturer. Head space analysis was performed by Environmental Scientist Kevin Kleaka.

2.4 Laboratory Sample Location and Frequency

The soil samples secured from each of the probe nodes that were selected for laboratory analysis were selected based upon the results of the soil gas survey and the head space analysis performed as part of this Phase II ESA. The samples were labeled for identification purposes as SP-1 (7-10), SP-4 (5-8), SP-8 (7-11), SP-9 (7-10), SP-10 (7-10), SP-12 (11-14), SP-13 (11-14), GW-3 (11-14), GW-4 (11-14), GW-5 (11-14), and GW-6 (11-14). The actual vertical depth BEG from

Table 2: Headspace Analysis Results
Maspeth, New York
97-229A

Sample ID	SP-1	SP-2	SP-3	SP-4	SP-5	SP-6	SP-7	SP-8	SP-9	SP-10	SP-11	SP-12	SP-13	GW-3	GW-4	GW-5	GW-6
Unit	PPM	PPM	PPM	PPM	PPM	PPM	PPM	PPM	PPM	PPM	PPM	PPM	PPM	PPM	PPM	PPM	PPM
Results:	380	210	205	351	199	220	268	38	24	13	12	29	322	205	91	183	176

which each of the samples was secured is represented in each sample identification index following the probe node reference (the numbers that appear within the parentheses).

2.5 Subsurface Soil Characterization

A visual inspection of all subsurface soil samples recovered during the installation of each of the probes was conducted to identify any gross signs of chemical contamination and to classify the soils. Soil gradation classifications were made in accordance with the Unified Soil Classification System. Soil color classifications were made in accordance with the Munzel Classification System. In general, the natural soils of the subject property were found to consist of dark yellowish brown (10YR 3/4) well sorted silty sand (SM) with an occasional occurrence of organic silt (OL) of low plasticity.

3.0 LABORATORY ANALYSIS

3.1 Analytical Test Methods

The soil samples were transported to a Certified Commercial Laboratory for analysis. Selection of the analytical test methods for the soil samples was based on the New York State Department of Environmental Conservation (NYSDEC), Technical Administrative Guidance Manual (TAGM) # 4046, Determination of Soil Cleanup Objectives and Cleanup Levels; and NYSDEC Spill Technology and Remediation Series (STARS), Memo # 1, Petroleum Contaminated Soil Guidance Policy.

The analysis performed on the soil samples secured from the probes consisted of USEPA Test Method 8270 for total semivolatile organic compounds. The liquid fraction of petroleum products such as diesel, motor and heating oil are comprised almost entirely of semivolatile organic compounds.

3.2 Analytical Results

Laboratory analysis detected concentrations of target analytes in six of the eleven soil samples. A comparison of the detected concentrations of each of the contaminants verses the applicable NYSDEC Soil Cleanup Objectives¹ are provided in Table #3: Detected Contaminants In Soil, Maspeth, New York. Additionally, the detected concentrations were extrapolated into a contour map using a computer modeling program (see Plate #4: Detected Contour Plot, Maspeth, New York).

The laboratory analysis data sheets (NYS ASPA) as prepared by ICM Laboratories, Inc. are presented in **Appendix A** of this document.

¹ NYSDEC, Division of Hazardous Waste Remediation, Determination of Soil Cleanup Objectives and Cleanup Levels, Technical Administrative Guidance Memorandum # 4046, January, 1994.

Table 3: Detected Contaminants in Soil
Maspeth, New York
97-229A

Sample ID	SP-1 (7'-10')	SP-4 (5'-8')	SP-8 (7'-11')	SP-9 (7'-10')	SP-10 (7'-10')	GW-3 (11'-14')	GW-4 (11'-14')	GW-5 (11'-14')	GW-6 (11'-14')	SP-12 (11'-14')	SP-13 (11'-14')	TAGM 4046 Cleanup Objectives
Semi-Volatiles:												
Unit	ug/Kg	ug/Kg	ug/Kg	ug/Kg	ug/Kg	ug/Kg	ug/Kg	ug/Kg	ug/Kg	ug/Kg	ug/Kg	ug/Kg
Naphthalene	7,500	ND	ND	ND	ND	ND	ND	17,000	ND	ND	630	13,000
Acenaphthylene	1,500	ND	ND	ND	ND	350	ND	ND	ND	ND	ND	41,000
Acenaphthene	5,400	ND	ND	ND	ND	ND	ND	4,500	ND	ND	ND	90,000
Fluorene	5,700	ND	ND	ND	ND	ND	ND	6,200	ND	ND	ND	350,000
Phenanthrene	55,000	630	ND	ND	ND	1,400	ND	13,000	ND	ND	860	220,000
Anthracene	12,000	ND	ND	ND	ND	350	ND	ND	ND	ND	430	700,000
Fluoranthene	44,000	860	ND	ND	ND	1,600	ND	3,000	480	ND	1,300	1,900,000
Pyrene	36,000	840	ND	ND	ND	2,500	ND	6,200	530	ND	2,600	665,000
Benzo(a)anthracene	16,000	390	ND	ND	ND	1,000	ND	ND	ND	ND	1,000	3,000
Chrysene	18,000	440	ND	ND	ND	1,100	ND	1,600	320	ND	1,500	400
Benzo(b)fluoranthene	20,000	580	ND	ND	ND	1,300	ND	2,600	550	ND	1,400	1,100
Benzo(a)pyrene	14,000	320	ND	ND	ND	860	ND	ND	350	ND	840	11,000
Indeno(1,2,3-cd)pyrene	5,200	ND	ND	ND	ND	340	ND	ND	ND	ND	480	3,200
Dibenz(a,h)anthracene	2,900	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	165,000,000
Benzo(g,h,i)perylene	5,100	ND	ND	ND	ND	400	ND	ND	ND	ND	610	3,000

ND = Not present above laboratory detection limits.

Red values represent concentrations exceeding guidance values.

4.0 QUALITY ASSURANCE/QUALITY CONTROL PROCEDURES (QA/QC)

Sampling protocol was conducted in accord with USEPA accepted sampling procedures for hazardous waste streams (Municipal Research Laboratory, 1980, Sampling and Sampling Procedures for Hazardous Material Waste Streams, USEPA, Cincinnati, Ohio EPA- 600/280-018) and ASTM Material Sampling Procedures. All samples were collected by or under the auspices of USEPA trained personnel having completed the course Sampling of Hazardous Materials, offered by the Office of Emergency and Remedial Response. Separate QA/QC measures were implemented for each of the instruments used in soil-gas and soil sampling.

Separate QA/QC measures were implemented for each of the instruments used in the Sampling and Analysis Program. Sampling instruments included a stainless steel Geoprobe with probe sections, ponar grab, organic vapor analyzer and sample vessels.

Prior to arrival on the subject property and between sample locations, the probes sections were decontaminated by washing with a detergent (alconox/liquinox) and potable water solution with distilled water rinse. The organic vapor analyzer was calibrated prior to sampling using a span gas of known concentration. All sample vessels were "level A" certified decontaminated containers. Samples were placed into vessels consistent with the analytical parameters. After acquisition, samples were preserved in the field. All containerized samples were refrigerated to 4o C during transport.

A sample represents physical evidence, therefore, an essential part of liability reduction is the proper control of gathered evidence. To establish proper control, the following sample identification and chain-of-custody procedures were followed.

4.1 Sample Identification

Sample identification was executed by use of a sample tag, log book and manifest. Documentation provides the following where applicable: project code; sample laboratory number; sample preservation; instrument used for source soil grabs; composite medium used for source soil grabs;

date sample was secured from source soil; sample was secured from source soil; who secured sample from source soil.

4.2 Chain-of-Custody Procedures

Due to the evidential nature of samples, possession was traceable from the time the samples were collected until they were received by the testing laboratory. A sample was considered under custody if:

- It was in a person's possession, or
- It was in a person's view, after being in possession, or
- It was in a person's possession and they were to lock it up, or
- It is in a designated secure area.

When transferring custody, the individuals relinquishing and receiving signed, dated and noted the time of the Chain-of- Custody Form.

4.3 Laboratory Custody Procedures

A designated sample custodian accepted custody of the shipped samples and verified that the information on the sample tags matched that on the Chain-of-Custody records. Pertinent information as to shipment, pick-up, courier, etc. was entered in the "remarks" section. The custodian then entered the sample tag data into a bound logbook which was arranged by project code and station number.

The laboratory custodian used the sample tag number or assigned an unique laboratory number to each sample tag and assured that all samples were transferred to the proper analyst or stored in the appropriate source area.

The custodian distributed samples to the appropriate analysts. Laboratory personnel were responsible for the care and custody of samples from the time they were received until the sample was exhausted or returned to the custodian.

October 24, 1997

All identifying data sheets and laboratory records were retained as part of the permanent site record. Samples received by the laboratory were retained until after analysis and quality assurance checks were completed.

5.0 EVALUATION OF RESULTS

The soil gas survey performed on the accessible portions of the subject property detected isolated areas of hydrocarbon concentrations. The contaminated areas corresponded with the location of some of the underground storage tanks. These results suggest that the operation of the underground storage tanks has actuated a product release to the subsurface soil and groundwater systems. Specifically, the six thousand gallon fuel oil, four thousand gallon diesel oil and one thousand gallon waste oil tanks.

This supposition is supported by the results of the laboratory analyses in which six soil samples secured under an authoritative sampling scheme from the subject property were identified to be contaminated with semivolatile organic compounds. The concentrations of semivolatile organic compounds detected in five of the six soil samples were elevated above the NYSDEC Recommended Soil Cleanup Objective and Cleanup Levels. Consequently, the soil is sufficiently contaminated to warrant remediation.

Based on these results, it would be prudent to notify the NYSDEC Spill Unit of the release. Notification of a release of a petroleum product is legally required pursuant to New York State Law. Accordingly, all remedial efforts to mitigate the detected contaminants should be performed in accordance with a Remediation Plan approved by the NYSDEC.

October 24, 1997

6.0 CONCLUSION

Impact Environmental Consulting, Inc. has performed a Limited Subsurface Investigation, Phase II Environmental Site Assessment on the subject property in accordance with good commercial and customary practice and generally accepted protocols within the consulting industry. The subsurface investigation consisted of the sampling and analysis of subsurface soil in accordance with the findings of a Phase I Environmental Site Assessment performed by Impact Environmental Consulting, Inc. dated August 25, 1997.

Based upon this assessment, dated October 24, 1997, Impact Environmental Consulting, Inc. concludes that activities occurring on the subject property acted to degrade the environmental quality of the subject and/or surrounding properties. Accordingly, additional investigation work is recommended to define or enhance the environmental quality of the subject property.

**IMPACT ENVIRONMENTAL
CONSULTING, INC.**



Richard S. Parrish, *P.G., C.E.I.*
Senior Geologist



Keith Franzen
Engineer

DISCLAIMER

The purpose of this investigation was to identify potential sources of contamination at the subject property, and to satisfy the all appropriate inquiry standard set forth in Section 9601 (35) (b) of CERCLA. The findings and conclusions set forth in this report are based upon information that was available to Impact Environmental during its inspection of the property. If new information becomes available concerning the property after this date, or if the property is used in the future in a manner other than that which is identified in this report, the findings and conclusions contained herein may have to be modified. Additionally, while this investigation was performed in accordance with good commercial and customary practice and generally accepted protocols within the consulting industry, Impact Environmental can not guarantee that the property is completely free of hazardous substances or other materials or conditions that could subject the Bank to potential liability. The presence or absence of any such condition can only be confirmed through the collection and analysis of soil and groundwater samples, which was beyond the scope of this investigation.

APPENDIX A

Laboratory Analysis
Maspeth, New York

ANALYTICAL DATA REPORT PACKAGE

October 17, 1997

IMPACT ENVIRONMENTAL

Maspeth

ANALYTICAL DATA REPORT PACKAGE

Client: IMPACT ENVIRONMENTAL

Sampled By: Customer

SAMPLE ID:	MATRIX	LAB NUMBER	DATE & TIME COLLECTED	AT LAB DATE
97-229A-SP-1 (7'-10')	Soil	273323	09/26/97	10/02/97
97-229A-SP-4 (5'-8')	Soil	273324	09/26/97	10/02/97
97-229A-SP-8 (7'-11')	Soil	273325	09/26/97	10/02/97
97-229A-SP-9 (7'-10')	Soil	273326	09/26/97	10/02/97
97-229A-SP-10 (7'-10')	Soil	273327	09/26/97	10/02/97
97-229A-GW-3 (11'-14')	Soil	273328	09/29/97	10/02/97
97-229A-GW-4 (11'-14')	Soil	273329	09/29/97	10/02/97
97-229A-GW-5 (11'-14')	Soil	273330	09/29/97	10/02/97
97-229A-GW-6 (11'-14')	Soil	273331	09/29/97	10/02/97
97-229A-SP-12 (11'-14')	Soil	273332	09/29/97	10/02/97
97-229A-SP-13 (11'-14')	Soil	273333	09/29/97	10/02/97

Supervisor/Manager Signature:


Richard S. Levine

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CHR

25°C

IMPACT ENVIRONMENTAL

46 East Northport Road • Kings Park • New York • 11754 • (516) 269-8800

FAX RESULTS IMMEDIATELY TO: (516) 269-1599

PROJECT #	97-229A	Turnaround Time	fast
Project Name	Maspeth	Sample Prep	
Project Location		Field Preservation	4°C
Project Manager	R.P.	Notes:	
Sampled By			
Title			
LABORATORY			

MATRIX	TIME/DATE	SAMPLE IDENTIFICATION DATA	VESSELS	ANALYSIS	ANALYSIS	ANALYSIS	ANALYSIS	ANALYSIS	ANALYSIS
273323	9/26/97	97-229A-SP-1 (7'-10')	2	USEPA 8270 (STARS)					
273324	9/26/97	97-229A-SP-4 (5'-8')	2						
273325	9/26/97	97-229A-SP-8 (7'-11')	2		1 broken in transit				
273326	9/26/97	97-229A-SP-9 (7'-10')	2						
273327	9/26/97	97-229A-SP-10 (7'-10')	2						
273328	9/29/97	97-229A-GW-3 (11'-14')	2						
273329	9/29/97	97-229A-GW-4 (11'-14')	2						
273330	9/29/97	97-229A-GW-5 (11'-14')	2						
273331	9/29/97	97-229A-GW-6 (11'-14')	2		1 broken in transit				
273332	9/29/97	97-229A-SP-12 (11'-14')	2						
273333	9/29/97	97-229A-SP-13 (11'-14')	2	↓					

SAMPLER	Date/Mode of Transport (D/MT)	Recplent #1 D/MT	Recplent #2 D/MT	Laboratory	Date Received
K. Klab	10/1/97	FEDEX	FeDEX	CHS/D. And	10/2/97

ICM Laboratories, Inc.
Internal Chain-of-Custody

LINK: 273323-273333

Account number: WA2748
Project: Maspeth
Tier Level: NY A

IMPACT ENVIRONMENTAL

Laboratory Person Breaking Seal on Shuttle: *Christel Sue*

Title: *Logistics Tech*

Lab Number	Relinquished By	Received By	Date	Time	Reason for Transfer	Aliquot ID
ALL	CMS	JL	10/02/97	15:16	STORAGE	ALL
3323, 333	JL	HT	10-3-97	9:30	BAU	241, 842, 442
211	HT	JL	10-6-97	1400	STORAGE	241, 842, 442
3331	JL	HT	10-7-97	10:30	BAU	441
3331	HT	PS	10/13/97	16:00	STORAGE	441

INDUSTRIAL CORROSION MANAGEMENT, INC.
1152 Route 10
Randolph, NJ 07869
973-584-0330, FAX: 973-584-0515
OCTOBER 15, 1997

Certified for: NJ, PA, DE, CT, NY(DOH)
NJ #14116 NY #11376
US EPA CLP Lab

LABORATORY CHRONICLE

LAB #: 273323
SOURCE: Maspeth
MATRIX: Soil
DATE SAMPLED: 09/26/97
DATE RECEIPT: 10/02/97

*** GC/MS SEMIVOLATILES: ***

Extracted:
Analyzed:

10/03/97
10/08/97
10/08/97

INDUSTRIAL CORROSION MANAGEMENT, INC.
1152 Route 10
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US EPA CLP Lab

LABORATORY CHRONICLE

LAB #: 273324
SOURCE: Maspeth
MATRIX: Soil
DATE SAMPLED: 09/26/97
DATE RECEIPT: 10/02/97

*** GC/MS SEMIVOLATILES: ***

Extracted:
Analyzed:

10/03/97
10/07/97

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NJ #14116 NY #11376
US EPA CLP Lab

LABORATORY CHRONICLE

LAB #: 273325
SOURCE: Maspeth
MATRIX: Soil
DATE SAMPLED: 09/26/97
DATE RECEIPT: 10/02/97

Extracted: *** GC/MS SEMIVOLATILES: ***
Analyzed:

10/03/97
10/07/97

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1152 Route 10
Randolph, NJ 07869
973-584-0330, FAX: 973-584-0515
OCTOBER 15, 1997

Certified for: NJ, PA, DE, CT, NY(DOH)
NJ #14116 NY #11376
US EPA CLP Lab

LABORATORY CHRONICLE

LAB #: 273326
SOURCE: Maspeth
MATRIX: Soil
DATE SAMPLED: 09/26/97
DATE RECEIPT: 10/02/97

*** GC/MS SEMIVOLATILES: ***

Extracted:
Analyzed:

10/03/97
10/07/97

INDUSTRIAL CORROSION MANAGEMENT, INC.
1152 Route 10
Randolph, NJ 07869
973-584-0330, FAX: 973-584-0515
OCTOBER 15, 1997

Certified for: NJ, PA, DE, CT, NY(DOH)
NJ #14116 NY #11376
US EPA CLP Lab

LABORATORY CHRONICLE

LAB #: 273327
SOURCE: Maspeth
MATRIX: Soil
DATE SAMPLED: 09/26/97
DATE RECEIPT: 10/02/97

*** GC/MS SEMIVOLATILES: ***

Extracted:
Analyzed:

10/03/97
10/07/97

INDUSTRIAL CORROSION MANAGEMENT, INC.
1152 Route 10
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973-584-0330, FAX: 973-584-0515
OCTOBER 15, 1997

Certified for: NJ, PA, DE, CT, NY (DOH)
NJ #14116 NY #11376
US EPA CLP Lab

LABORATORY CHRONICLE

LAB #: 273328
SOURCE: Maspeth
MATRIX: Soil
DATE SAMPLED: 09/29/97
DATE RECEIPT: 10/02/97

*** GC/MS SEMIVOLATILES: ***

Extracted:
Analyzed:

10/03/97
10/07/97

INDUSTRIAL CORROSION MANAGEMENT, INC.
1152 Route 10
Randolph, NJ 07869
973-584-0330, FAX: 973-584-0515
OCTOBER 15, 1997

Certified for: NJ, PA, DE, CT, NY(DOH)
NJ #14116 NY #11376
US EPA CLP Lab

LABORATORY CHRONICLE

LAB #: 273329
SOURCE: Maspeth
MATRIX: Soil
DATE SAMPLED: 09/29/97
DATE RECEIPT: 10/02/97

*** GC/MS SEMIVOLATILES: ***

Extracted:
Analyzed:

10/03/97
10/07/97

INDUSTRIAL CORROSION MANAGEMENT, INC.
1152 Route 10
Randolph, NJ 07869
973-584-0330, FAX: 973-584-0515
OCTOBER 15, 1997

Certified for: NJ, PA, DE, CT, NY (DOH)
NJ #14116 NY #11376
US EPA CLP Lab

LABORATORY CHRONICLE

LAB #: 273330
SOURCE: Maspeth
MATRIX: Soil
DATE SAMPLED: 09/29/97
DATE RECEIPT: 10/02/97

Extracted: *** GC/MS SEMIVOLATILES: ***
Analyzed:

10/03/97
10/08/97

INDUSTRIAL CORROSION MANAGEMENT, INC.
1152 Route 10
Randolph, NJ 07869
973-584-0330, FAX: 973-584-0515
OCTOBER 15, 1997

Certified for: NJ, PA, DE, CT, NY (DOH)
NJ #14116 NY #11376
US EPA CLP Lab

LABORATORY CHRONICLE

LAB #: 273331
SOURCE: Maspeth
MATRIX: Soil
DATE SAMPLED: 09/29/97
DATE RECEIPT: 10/02/97

*** GC/MS SEMIVOLATILES: ***

Extracted:
Analyzed:

10/03/97
10/07/97

INDUSTRIAL CORROSION MANAGEMENT, INC.
1152 Route 10
Randolph, NJ 07869
973-584-0330, FAX: 973-584-0515
OCTOBER 15, 1997

Certified for: NJ, PA, DE, CT, NY(DOH)
NJ #14116 NY #11376
US EPA CLP Lab

LABORATORY CHRONICLE

LAB #: 273332
SOURCE: Maspeth
MATRIX: Soil
DATE SAMPLED: 09/29/97
DATE RECEIPT: 10/02/97

*** GC/MS SEMIVOLATILES: ***

Extracted: 10/03/97
Analyzed: 10/07/97

INDUSTRIAL CORROSION MANAGEMENT, INC.
1152 Route 10
Randolph, NJ 07869
973-584-0330, FAX: 973-584-0515
OCTOBER 15, 1997

Certified for: NJ, PA, DE, CT, NY(DOH)
NJ #14116 NY #11376
US EPA CLP Lab

LABORATORY CHRONICLE

LAB #: 273333
SOURCE: Maspeth
MATRIX: Soil
DATE SAMPLED: 09/29/97
DATE RECEIPT: 10/02/97

*** GC/MS SEMIVOLATILES: ***

Extracted:
Analyzed:

10/03/97
10/08/97

INDUSTRIAL CORROSION MANAGEMENT, INC.
1152 Route 10
Randolph, NJ 07869
201-584-0330

NJ DEP and PA DER Certified.
NJ DEP Lab ID# 14116
US EPA Historic CLP Lab

CONFORMANCE/NONCONFORMANCE SUMMARY CHECKLIST

Lab Numbers: 273323-273333

Volatile Organics: Analyzed ☐ Not Analyzed ☒

All tunes were run in required frequency. Yes ☐ No ☐ N/A ☐

All tune m/z ratios met criteria. Yes ☐ No ☐ N/A ☐

All initial and/or continuing calibrations were run in required frequency. Yes ☐ No ☐

All calibration SPCCs and CCCs met criteria. Yes ☐ No ☐ N/A ☐

Surrogate recoveries met QC criteria. Yes ☐ No ☐

All method blanks met contamination criteria. Yes ☐ No ☐

All samples were analyzed within the required holding times.
Yes ☐ No ☐

Comments: _____

Semi-volatile Organics: Analyzed ☒ Not Analyzed ☐

All tunes were run in required frequency. Yes ☒ No ☐ N/A ☐

All tune m/z ratios met criteria. Yes ☒ No ☐ N/A ☐

All initial and/or continuing calibrations were run in required frequency. Yes ☒ No ☐

All calibration SPCCs and CCCs met criteria. Yes ☒ No ☐ N/A ☐

Surrogate recoveries met QC criteria. Yes ☒ No ☐

All method blanks met contamination criteria. Yes ☒ No ☐

All samples were extracted and analyzed within the required holding times. Yes ☒ No ☐

Comments: _____

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201-584-0330

NJ DEP and PA DER Certified.
NJ DEP Lab ID# 14116
US EPA Historic CLP Lab

CONFORMANCE/NONCONFORMANCE SUMMARY CHECKLIST

Lab Numbers: 273323-273333

Pesticides/PCBs: Analyzed ☐ Not Analyzed ☒

All method blanks met contamination criteria. Yes ☐ No ☐

All samples were extracted and analyzed within the required holding times. Yes ☐ No ☐

Comments: _____

(Metals: Analyzed ☐ Not Analyzed ☒

All method blanks met contamination criteria. Yes ☐ No ☐

All samples were analyzed within the required holding times.
Yes ☐ No ☐

Comments: _____

Petroleum Hydrocarbons: Analyzed ☐ Not Analyzed ☒

All samples were extracted and analyzed within the required holding times. Yes ☐ No ☐

Comments: _____

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NJ DEP and PA DER Certified.
NJ DEP Lab ID# 14116
US EPA Historic CLP Lab

CONFORMANCE/NONCONFORMANCE SUMMARY CHECKLIST

Lab Numbers: 273323-273333

General Chemistry: Analyzed ☐ Not Analyzed ☒

All samples were analyzed within the required holding times.

Yes ☐ No ☐

Comments: _____

Susan Stanley
Quality Assurance Coordinator

10/17/97
Date

Semivolatile Organic Compounds by GC/MS

*Test Methods for Evaluating Solid Wastes, SW846, 3rd edition
**Method 8270B

GC/MS Extraction - Sonication Extraction

*Test Methods for Evaluating Solid Wastes, SW846, 3rd edition
**Method 3550A

* Indicates reference.

** Indicates method.

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OCTOBER 9, 1997

Certified for: NJ, PA, DE, CT, NY(DOH)
NJ #14116 NY #11376
US EPA CLP Lab

POLYNUCLEAR AROMATIC HYDROCARBON ANALYSIS BY GC/MS

Lab Number: 273323 Data File: >I5723
Client: IMPACT ENVIRONMENTAL
Sample source: Maspeth
Sample ID: 97-229A-SP-1 (7'-10')
Sample date: 09/26/97 Extracted Date: 10/03/97
Sampled by: Customer Analysis Date: 10/08/97 Column: 30m SPB-5
At lab date: 10/02/97 Dilution Factor: 1
Percent Moisture: 10.85%
Matrix: Soil Init Sample Wght= 20g Final volume= 1ml
Initial sample weight DWB= 17.83g

Conc. in Sample = (Conc. on Quant Report/Initial Sample Weight DWB)*Final Volume*1000

Parameter	Result ug/kg	Method Blank ug/kg	Practical Quantitation Limit ug/kg	Minimum Detection Limit ug/kg
Naphthalene	7500	U	280	110
Acenaphthylene	1500	U	280	84
Acenaphthene	5400	U	280	110
Fluorene	5700	U	280	95
Phenanthrene	55000	U	280	50
Anthracene	12000	U	280	45
Fluoranthene	44000	U	280	34
Pyrene	36000	U	280	28
Benzo(a)anthracene	16000	U	280	28
Chrysene	18000	U	280	28
Benzo(b)fluoranthene	20000	U	280	39
Benzo(k)fluoranthene	U	U	280	39
Benzo(a)pyrene	14000	U	280	28
Indeno(1,2,3-cd)pyrene	5200	U	280	62
Dibenz(a,h)anthracene	2900	U	280	28
Benzo(g,h,i)perylene	5100	U	280	28

ug/kg = micrograms/kilogram or ppb

Results are in ug/kg (ppb); they are reported on a dry weight basis.

ND: Not Determined.
IND: Indeterminable.

U: Indicates a compound was analyzed for but not detected at the PQL.
J: Indicates an estimated value. It is utilized when a reported value meets the identification criteria but the result is less than the specified detection limit but greater than zero. *was 10/10/97*
B: Indicates that the analyte was found in the blank as well as the sample. It indicates possible/probable blank contamination.

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NJ #14116 NY #11376
US EPA CLP Lab

POLYNUCLEAR AROMATIC HYDROCARBON ANALYSIS BY GC/MS

Lab Number: 273324 Data File: >I5718
Client: IMPACT ENVIRONMENTAL
Sample source: Maspeth
Sample ID: 97-229A-SP-4 (5'-8')
Sample date: 09/26/97 Extracted Date: 10/03/97
Sampled by: Customer Analysis Date: 10/07/97 Column: 30m SPB-5
At lab date: 10/02/97 Dilution Factor: 1
Percent Moisture: 13.01%
Matrix: Soil Init Sample Wght= 20g Final volume= 1ml

Initial sample weight DWB= 17.398g

Conc. in Sample = (Conc. on Quant Report/Initial Sample Weight DWB)*Final Volume*1000

Parameter	Result ug/kg	Method Blank ug/kg	Practical Quantitation Limit ug/kg	Minimum Detection Limit ug/kg
Naphthalene	69J	U	290	110
Acenaphthylene	36J	U	290	86
Acenaphthene	65J	U	290	110
Fluorene	48J	U	290	98
Phenanthrene	630	U	290	52
Anthracene	100J	U	290	46
Fluoranthene	860	U	290	34
Pyrene	840	U	290	29
Benzo(a)anthracene	390	U	290	29
Chrysene	440	U	290	29
Benzo(b)fluoranthene	580	U	290	40
Benzo(k)fluoranthene	U	U	290	40
Benzo(a)pyrene	320	U	290	29
Indeno(1,2,3-cd)pyrene	190J	U	290	63
Dibenz(a,h)anthracene	U	U	290	29
Benzo(g,h,i)perylene	190J	U	290	29

ug/kg = micrograms/kilogram or ppb

Results are in ug/kg (ppb); they are reported on a dry weight basis.

ND: Not Determined.

IND: Indeterminable.

U: Indicates a compound was analyzed for but not detected at the PQL.

J: Indicates an estimated value. It is utilized when a reported value meets the identification criteria but the result is less than the specified detection limit but greater than zero. *μB1010/g*

B: Indicates that the analyte was found in the blank as well as the sample. It indicates possible/probable blank contamination.

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OCTOBER 9, 1997

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NJ #14116 NY #11376
US EPA CLP Lab

POLYNUCLEAR AROMATIC HYDROCARBON ANALYSIS BY GC/MS

Lab Number: 273325 Data File: >I5715
Client: IMPACT ENVIRONMENTAL
Sample source: Maspeth
Sample ID: 97-229A-SP-8 (7'-11')
Sample date: 09/26/97 Extracted Date: 10/03/97
Sampled by: Customer Analysis Date: 10/07/97 Column: 30m SPB-5
At lab date: 10/02/97 Dilution Factor: 1
Percent Moisture: 7.16%
Matrix: Soil Init Sample Wght= 20g Final volume= 1ml

Initial sample weight DWB= 18.568g

Conc. in Sample = (Conc. on Quant Report/Initial Sample Weight DWB)*Final Volume*1000

Parameter	Result ug/kg	Method Blank ug/kg	Practical Quantitation Limit ug/kg	Minimum Detection Limit ug/kg
Naphthalene	U	U	270	110
Acenaphthylene	U	U	270	81
Acenaphthene	U	U	270	100
Fluorene	U	U	270	92
Phenanthrene	U	U	270	48
Anthracene	U	U	270	43
Fluoranthene	U	U	270	32
Pyrene	U	U	270	27
Benzo(a)anthracene	U	U	270	27
Chrysene	U	U	270	27
Benzo(b)fluoranthene	U	U	270	38
Benzo(k)fluoranthene	U	U	270	38
Benzo(a)pyrene	U	U	270	27
Indeno(1,2,3-cd)pyrene	U	U	270	59
Dibenz(a,h)anthracene	U	U	270	27
Benzo(g,h,i)perylene	U	U	270	27

ug/kg = micrograms/kilogram or ppb

Results are in ug/kg (ppb); they are reported on a dry weight basis.

ND: Not Determined.

IND: Indeterminable.

U: Indicates a compound was analyzed for but not detected at the PQL.

J: Indicates an estimated value. It is utilized when a reported value meets the identification criteria but the result is less than the specified detection limit but greater than zero. *10/3/97*

B: Indicates that the analyte was found in the blank as well as the sample. It indicates possible/probable blank contamination.

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POLYNUCLEAR AROMATIC HYDROCARBON ANALYSIS BY GC/MS

Lab Number: 273326 Data File: >I5716
Client: IMPACT ENVIRONMENTAL
Sample source: Maspeth
Sample ID: 97-229A-SP-9 (7'-10')
Sample date: 09/26/97 Extracted Date: 10/03/97
Sampled by: Customer Analysis Date: 10/07/97 Column: 30m SPB-5
At lab date: 10/02/97 Dilution Factor: 1
Percent Moisture: 3.14%
Matrix: Soil Init Sample Wght= 20g Final volume= 1ml

Initial sample weight DWB= 19.372g

Conc. in Sample = (Conc. on Quant Report/Initial Sample Weight DWB)*Final Volume*1000

Parameter	Result ug/kg	Method Blank ug/kg	Practical Quantitation Limit ug/kg	Minimum Detection Limit ug/kg
Naphthalene	U	U	260	100
Acenaphthylene	U	U	260	77
Acenaphthene	U	U	260	98
Fluorene	U	U	260	88
Phenanthrene	U	U	260	46
Anthracene	U	U	260	41
Fluoranthene	U	U	260	31
Pyrene	U	U	260	26
Benzo(a)anthracene	U	U	260	26
Chrysene	U	U	260	26
Benzo(b)fluoranthene	U	U	260	36
Benzo(k)fluoranthene	U	U	260	36
Benzo(a)pyrene	U	U	260	26
Indeno(1,2,3-cd)pyrene	U	U	260	57
Dibenz(a,h)anthracene	U	U	260	26
Benzo(g,h,i)perylene	U	U	260	26

ug/kg = micrograms/kilogram or ppb

Results are in ug/kg (ppb); they are reported on a dry weight basis.

ND: Not Determined.
IND: Indeterminable.

U: Indicates a compound was analyzed for but not detected at the PQL.
J: Indicates an estimated value. It is utilized when a reported value meets the identification criteria but the result is less than the specified detection limit but greater than zero. 10/21/97
B: Indicates that the analyte was found in the blank as well as the sample. It indicates possible/probable blank contamination.

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POLYNUCLEAR AROMATIC HYDROCARBON ANALYSIS BY GC/MS

Lab Number: 273327 Data File: >I5714
Client: IMPACT ENVIRONMENTAL
Sample source: Maspeth
Sample ID: 97-229A-SP-10 (7'-10')
Sample date: 09/26/97 Extracted Date: 10/03/97
Sampled by: Customer Analysis Date: 10/07/97 Column: 30m SPB-5
At lab date: 10/02/97 Dilution Factor: 1
Percent Moisture: 5.47%
Matrix: Soil Init Sample Wght= 20g Final volume= 1ml
Initial sample weight DWB= 18.906g

Conc. in Sample = (Conc. on Quant Report/Initial Sample Weight DWB)*Final Volume*1000

Parameter	Result ug/kg	Method Blank ug/kg	Practical Quantitation Limit ug/kg	Minimum Detection Limit ug/kg
Naphthalene	U	U	260	110
Acenaphthylene	U	U	260	79
Acenaphthene	U	U	260	100
Fluorene	U	U	260	90
Phenanthrene	U	U	260	48
Anthracene	U	U	260	42
Fluoranthene	U	U	260	32
Pyrene	U	U	260	26
Benzo(a)anthracene	U	U	260	26
Chrysene	U	U	260	26
Benzo(b)fluoranthene	U	U	260	37
Benzo(k)fluoranthene	U	U	260	37
Benzo(a)pyrene	U	U	260	26
Indeno(1,2,3-cd)pyrene	U	U	260	58
Dibenz(a,h)anthracene	U	U	260	26
Benzo(g,h,i)perylene	U	U	260	26

ug/kg = micrograms/kilogram or ppb

Results are in ug/kg (ppb); they are reported on a dry weight basis.

ND: Not Determined.
IND: Indeterminable.

U: Indicates a compound was analyzed for but not detected at the PQL.
J: Indicates an estimated value. It is utilized when a reported value meets the identification criteria but the result is less than $\frac{100}{1000000}$ the specified detection limit but greater than zero.
B: Indicates that the analyte was found in the blank as well as the sample. It indicates possible/probable blank contamination.

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POLYNUCLEAR AROMATIC HYDROCARBON ANALYSIS BY GC/MS

Lab Number: 273328 Data File: >I5719
Client: IMPACT ENVIRONMENTAL
Sample source: Maspeth
Sample ID: 97-229A-GW-3 (11'-14')
Sample date: 09/29/97 Extracted Date: 10/03/97
Sampled by: Customer Analysis Date: 10/07/97
At lab date: 10/02/97 Column: 30m SPB-5
Dilution Factor: 1
Percent Moisture: 20.76%
Matrix: Soil Init Sample Wght= 20g Final volume= 1ml
Initial sample weight DWB= 15.848g

Conc. in Sample = (Conc. on Quant Report/Initial Sample Weight DWB)*Final Volume*1000

Parameter	Result ug/kg	Method Blank ug/kg	Practical Quantitation Limit ug/kg	Minimum Detection Limit ug/kg
Naphthalene	260J	U	320	130
Acenaphthylene	350	U	320	95
Acenaphthene	130J	U	320	120
Fluorene	220J	U	320	110
Phenanthrene	1400	U	320	57
Anthracene	350	U	320	50
Fluoranthene	1600	U	320	38
Pyrene	2500	U	320	32
Benzo(a)anthracene	1000	U	320	32
Chrysene	1100	U	320	32
Benzo(b)fluoranthene	1300	U	320	44
Benzo(k)fluoranthene	U	U	320	44
Benzo(a)pyrene	860	U	320	32
Indeno(1,2,3-cd)pyrene	340	U	320	69
Dibenz(a,h)anthracene	240J	U	320	32
Benzo(g,h,i)perylene	400	U	320	32

ug/kg = micrograms/kilogram or ppb

Results are in ug/kg (ppb); they are reported on a dry weight basis.

ND: Not Determined.
IND: Indeterminable.

U: Indicates a compound was analyzed for but not detected at the PQL.
J: Indicates an estimated value. It is utilized when a reported value meets the identification criteria but the result is less than the specified detection limit but greater than zero.
B: Indicates that the analyte was found in the blank as well as the sample. It indicates possible/probable blank contamination.

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NJ #14116 NY #11376
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POLYNUCLEAR AROMATIC HYDROCARBON ANALYSIS BY GC/MS

Lab Number: 273329 Data File: >I5717
Client: IMPACT ENVIRONMENTAL
Sample source: Maspeth
Sample ID: 97-229A-GW-4 (11'-14')
Sample date: 09/29/97 Extracted Date: 10/03/97
Sampled by: Customer Analysis Date: 10/07/97 Column: 30m SPB-5
At lab date: 10/02/97 Dilution Factor: 1
Percent Moisture: 18.14%
Matrix: Soil Init Sample Wght= 20g Final volume= 1ml
Initial sample weight DWB= 16.372g

Conc. in Sample = (Conc. on Quant Report/Initial Sample Weight DWB)*Final Volume*1000

Parameter	Result ug/kg	Method Blank ug/kg	Practical Quantitation Limit ug/kg	Minimum Detection Limit ug/kg
Naphthalene	U	U	310	120
Acenaphthylene	36J	U	310	92
Acenaphthene	U	U	310	120
Fluorene	U	U	310	100
Phenanthrene	170J	U	310	55
Anthracene	42J	U	310	49
Fluoranthene	230J	U	310	37
Pyrene	300J	U	310	31
Benzo(a)anthracene	140J	U	310	31
Chrysene	120J	U	310	31
Benzo(b)fluoranthene	200J	U	310	43
Benzo(k)fluoranthene	U	U	310	43
Benzo(a)pyrene	130J	U	310	31
Indeno(1,2,3-cd)pyrene	U	U	310	67
Dibenz(a,h)anthracene	U	U	310	31
Benzo(g,h,i)perylene	U	U	310	31

ug/kg = micrograms/kilogram or ppb

Results are in ug/kg (ppb); they are reported on a dry weight basis.

ND: Not Determined.
IND: Indeterminable.

U: Indicates a compound was analyzed for but not detected at the PQL.
J: Indicates an estimated value. It is utilized when a reported value meets the identification criteria but the result is less than the specified detection limit but greater than zero.
B: Indicates that the analyte was found in the blank as well as the sample. It indicates possible/probable blank contamination.

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OCTOBER 9, 1997

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POLYNUCLEAR AROMATIC HYDROCARBON ANALYSIS BY GC/MS

Lab Number: 273330 Data File: >I5724
Client: IMPACT ENVIRONMENTAL
Sample source: Maspeth
Sample ID: 97-229A-GW-5 (11'-14')
Sample date: 09/29/97 Extracted Date: 10/03/97
Sampled by: Customer Analysis Date: 10/08/97 Column: 30m SPB-5
At lab date: 10/02/97 Dilution Factor: 5
Percent Moisture: 19.16%
Matrix: Soil Init Sample Wght= 20g Final volume= 5ml

Initial sample weight DWB= 16.168g

Conc. in Sample = (Conc. on Quant Report/Initial Sample Weight DWB)*Final Volume*1000

Parameter	Result ug/kg	Method Blank ug/kg	Practical Quantitation Limit ug/kg	Minimum Detection Limit ug/kg
Naphthalene	17000	U	1500	620
Acenaphthylene	790J	U	1500	460
Acenaphthene	4500	U	1500	590
Fluorene	6200	U	1500	530
Phenanthrene	13000	U	1500	280
Anthracene	U	U	1500	250
Fluoranthene	3000	U	1500	190
Pyrene	6200	U	1500	150
Benzo(a)anthracene	1400J	U	1500	150
Chrysene	1600	U	1500	150
Benzo(b)fluoranthene	2600	U	1500	220
Benzo(k)fluoranthene	U	U	1500	220
Benzo(a)pyrene	U	U	1500	150
Indeno(1,2,3-cd)pyrene	U	U	1500	340
Dibenz(a,h)anthracene	U	U	1500	150
Benzo(g,h,i)perylene	U	U	1500	150

ug/kg = micrograms/kilogram or ppb

Results are in ug/kg (ppb); they are reported on a dry weight basis.

ND: Not Determined.
IND: Indeterminable.

U: Indicates a compound was analyzed for but not detected at the PQL.
J: Indicates an estimated value. It is utilized when a reported value meets the identification criteria but the result is less than the specified detection limit but greater than zero. *ms/10/12/97*
B: Indicates that the analyte was found in the blank as well as the sample. It indicates possible/probable blank contamination.

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OCTOBER 9, 1997

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NJ #14116 NY #11376
US EPA CLP Lab

POLYNUCLEAR AROMATIC HYDROCARBON ANALYSIS BY GC/MS

Lab Number: 273331 Data File: >I5720
Client: IMPACT ENVIRONMENTAL
Sample source: Maspeth
Sample ID: 97-229A-GW-6 (11'-14')
Sample date: 09/29/97 Extracted Date: 10/03/97
Sampled by: Customer Analysis Date: 10/07/97
At lab date: 10/02/97 Column: 30m SPB-5
Dilution Factor: 1
Percent Moisture: 19.88%
Matrix: Soil Init Sample Wght= 20g Final volume= 1ml
Initial sample weight DWB= 16.024g

Conc. in Sample = (Conc. on Quant Report/Initial Sample Weight DWB)*Final Volume*1000

Parameter	Result ug/kg	Method Blank ug/kg	Practical Quantitation Limit ug/kg	Minimum Detection Limit ug/kg
Naphthalene	U	U	310	120
Acenaphthylene	32J	U	310	94
Acenaphthene	U	U	310	120
Fluorene	81J	U	310	110
Phenanthrene	240J	U	310	56
Anthracene	66J	U	310	50
Fluoranthene	480	U	310	37
Pyrene	530	U	310	31
Benzo(a)anthracene	280J	U	310	31
Chrysene	320	U	310	31
Benzo(b)fluoranthene	550	U	310	44
Benzo(k)fluoranthene	U	U	310	44
Benzo(a)pyrene	350	U	310	31
Indeno(1,2,3-cd)pyrene	U	U	310	69
Dibenz(a,h)anthracene	U	U	310	31
Benzo(g,h,i)perylene	U	U	310	31

ug/kg = micrograms/kilogram or ppb
Results are in ug/kg (ppb); they are reported on a dry weight basis.

ND: Not Determined.
IND: Indeterminable.

U: Indicates a compound was analyzed for but not detected at the PQL.
J: Indicates an estimated value. It is utilized when a reported value meets the identification criteria but the result is less than the specified detection limit but greater than zero. *us 310 ug/kg*
B: Indicates that the analyte was found in the blank as well as the sample. It indicates possible/probable blank contamination.

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NJ #14116 NY #11376
US EPA CLP Lab

POLYNUCLEAR AROMATIC HYDROCARBON ANALYSIS BY GC/MS

Lab Number: 273332 Data File: >I5721
Client: IMPACT ENVIRONMENTAL
Sample source: Maspeth
Sample ID: 97-229A-SP-12 (11'-14')
Sample date: 09/29/97 Extracted Date: 10/03/97
Sampled by: Customer Analysis Date: 10/07/97 Column: 30m SPB-5
At lab date: 10/02/97 Dilution Factor: 1
Percent Moisture: 12.04%
Matrix: Soil Init Sample Wght= 20g Final volume= 1ml

Initial sample weight DWB= 17.592g

Conc. in Sample = (Conc. on Quant Report/Initial Sample Weight DWB)*Final Volume*1000

Parameter	Result ug/kg	Method Blank ug/kg	Practical Quantitation Limit ug/kg	Minimum Detection Limit ug/kg
Naphthalene	U	U	280	110
Acenaphthylene	U	U	280	85
Acenaphthene	U	U	280	110
Fluorene	U	U	280	97
Phenanthrene	U	U	280	51
Anthracene	U	U	280	45
Fluoranthene	U	U	280	34
Pyrene	U	U	280	28
Benzo (a) anthracene	U	U	280	28
Chrysene	U	U	280	28
Benzo (b) fluoranthene	U	U	280	40
Benzo (k) fluoranthene	U	U	280	40
Benzo (a) pyrene	U	U	280	28
Indeno (1,2,3-cd) pyrene	U	U	280	63
Dibenz (a,h) anthracene	U	U	280	28
Benzo (g,h,i) perylene	U	U	280	28

ug/kg = micrograms/kilogram or ppb

Results are in ug/kg (ppb); they are reported on a dry weight basis.

ND: Not Determined.
IND: Indeterminable.

U: Indicates a compound was analyzed for but not detected at the PQL.
J: Indicates an estimated value. It is utilized when a reported value meets the identification criteria but the result is less than the specified detection limit but greater than zero.
B: Indicates that the analyte was found in the blank as well as the sample. It indicates possible/probable blank contamination.

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Richard Levine, President
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AMY

INDUSTRIAL CORROSION MANAGEMENT, INC.
1152 Route 10
Randolph, NJ 07869
201-584-0330, FAX: 201-584-0515
OCTOBER 9, 1997

Certified for: NJ, PA, DE, CT, NY(DOH)
NJ #14116 NY #11376
US EPA CLP Lab

POLYNUCLEAR AROMATIC HYDROCARBON ANALYSIS BY GC/MS

Lab Number: 273333 Data File: >I5722
Client: IMPACT ENVIRONMENTAL
Sample source: Maspeth
Sample ID: 97-229A-SP-13 (11'-14')
Sample date: 09/29/97 Extracted Date: 10/03/97
Sampled by: Customer Analysis Date: 10/08/97 Column: 30m SPB-5
At lab date: 10/02/97 Dilution Factor: 1
Percent Moisture: 27.66%
Matrix: Soil Init Sample Wght= 20g Final volume= 1ml
Initial sample weight DWB= 14.468g

Conc. in Sample = (Conc. on Quant Report/Initial Sample Weight DWB)*Final Volume*1000

Parameter	Result ug/kg	Method Blank ug/kg	Practical Quantitation Limit ug/kg	Minimum Detection Limit ug/kg
Naphthalene	630	U	350	140
Acenaphthylene	110J	U	350	100
Acenaphthene	320J	U	350	130
Fluorene	150J	U	350	120
Phenanthrene	860	U	350	62
Anthracene	430	U	350	55
Fluoranthene	1300	U	350	41
Pyrene	2600	U	350	35
Benzo(a)anthracene	1000	U	350	35
Chrysene	1500	U	350	35
Benzo(b)fluoranthene	1400	U	350	48
Benzo(k)fluoranthene	U	U	350	48
Benzo(a)pyrene	840	U	350	35
Indeno(1,2,3-cd)pyrene	480	U	350	76
Dibenz(a,h)anthracene	U	U	350	35
Benzo(g,h,i)perylene	610	U	350	35

ug/kg = micrograms/kilogram or ppb

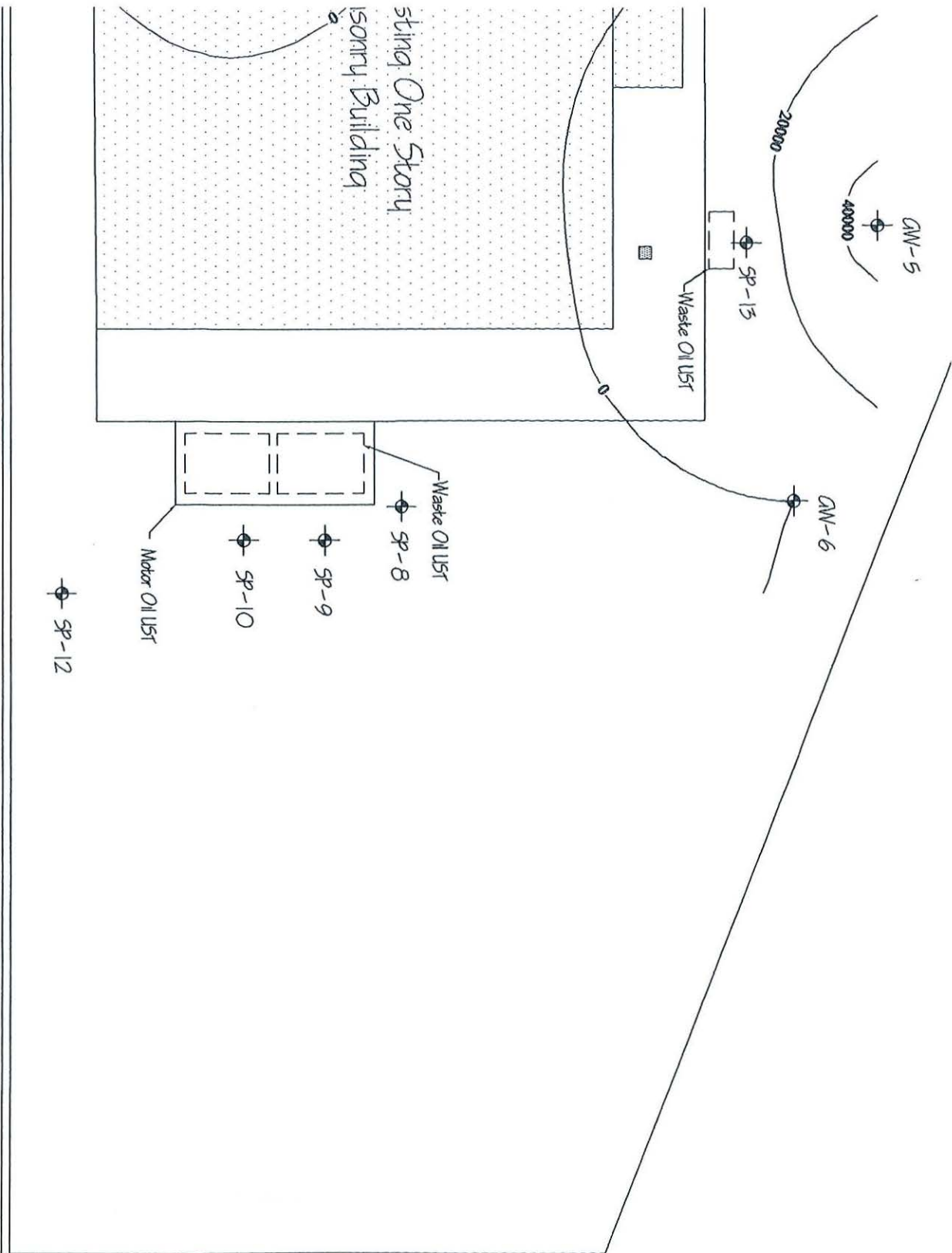
Results are in ug/kg (ppb); they are reported on a dry weight basis.

ND: Not Determined.
IND: Indeterminable.

U: Indicates a compound was analyzed for but not detected at the PQL.
J: Indicates an estimated value. It is utilized when a reported value meets the identification criteria but the result is less than the specified detection limit but greater than zero.
B: Indicates that the analyte was found in the blank as well as the sample. It indicates possible/probable blank contamination.

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Richard Levine, President
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AMY

47th Street



impact environmental

46 East Northport Road · Kings Park · New York · 11754
616-269-8800 Facsimile 616-269-1599
e-mail ietenviro@aol.com

◆ Environmental Engineering
◆ Environmental Consulting
◆ Geotechnical Services
◆ Environmental Contracting

97-229A
Plate #4: Detected Concentrations
Contour Plot
Maspeth, New York

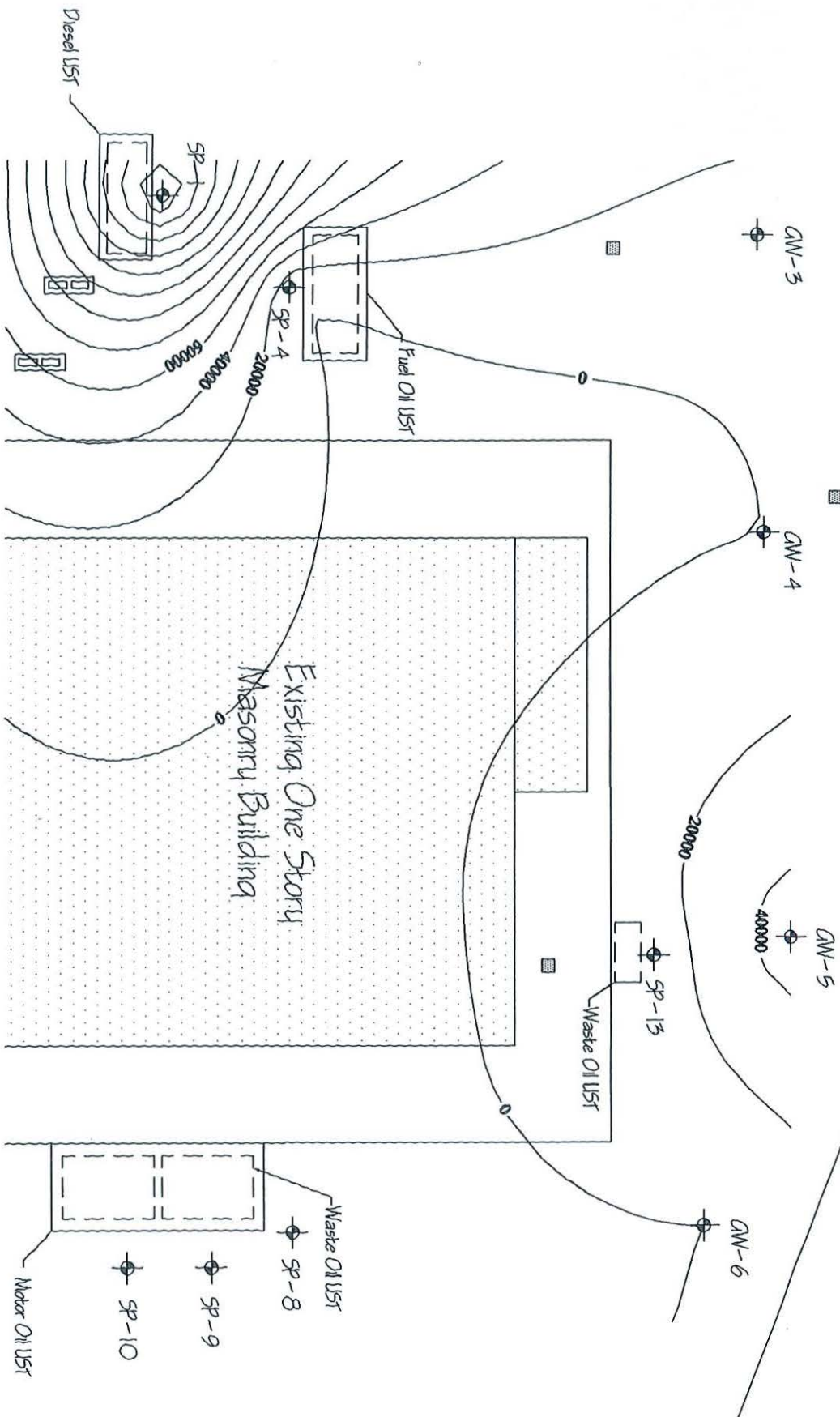
Legend:

▲ ground
⊕ soil prc

scale: 1" =

Newtown

Creek





Ms. Veronica Zhune
Environmental Engineer- DER-NYSDEC Region 2
47-40 21st Street
Long Island City, New York 11101

August 20, 2012

**Re: 57-00 47th Street, LLC
57-00 47th Street
Maspeth, New York
NYSDEC Spill Case 0808170**

Ms. Zhune,

The purpose of this letter is to present data collected from the subject site, requested in your letter dated April 6, 2012.

Todd Syska, Inc. was subcontracted by Taylor Environment, Inc. ("TE") to complete a soil borings on the project site, in the area of the former soil remediation. A track mounted, two inch, hydraulic press, GeoProbe™, drill rig was utilized by Todd Syska, Inc. to advance the boring on July 19, 2012. Continuous soil samples were collected throughout the exploration. The soil boring was advanced to approximately 16 feet below grade and finished with a one inch, sch 40, PVC, piezometer. The piezometer constructions was as follows: 16 feet to 6 feet below grade is one inch, sch 40, 0.020 slot screen, PVC; 6 feet to grade is one inch, sch 40, solid PVC. The well was finished with a sand pack from 16 feet to 3 feet below grade, one foot of bentonite plug and sand to grade. See "Figure 1" for the location of the sample point.

TE observed the following physical characteristics of soils encountered during the exploration:

0' – 4' Recycled Item 4 ("Blend"), PID Readings ND ppm
4' – 8' Recycled Item 4 to Brown Clay Loam (transition ~ 6'-7'), PID ND ppm
8' – 12' Dark Brown/Black Organic/Clay Loam, PID 19.8 ppm (GW @ ~11')
12' – 16' Brown Clay to Coal Ash to Wood Ash (All Historically Placed), PID ND ppm

As requested, TE collected a representative soil sample from the exploration. The soil sample was collected from the interval that exhibited the highest PID reading, in the area just above the static groundwater table, approximately 11 feet below grade. The soils collected for laboratory analysis were indigenous to the site, NOT backfill material placed following the remedial action. Laboratory analysis of the soil sample showed concentrations of target analytes below the NYSDEC Guidance Values (CP-51). See Table 1 for a summary of the laboratory data.

On July 19, 2012, TE used a peristaltic pump to develop the piezometer installed in the soil boring. TE pumped three well volumes from the piezometer prior to collecting a representative groundwater sample. The groundwater sample was collected with the peristaltic pump at a low flow rate. Laboratory analysis of

**Taylor Environment, Inc.
24 Wing Avenue
Dover Plains, New York 12522
Telephone/Fax (845) 877-3840
E-Mail taylor@optonline.net**



the groundwater sample showed concentrations of target analytes below the NYSDEC Guidance Values (TAGM #4046). See Table 1 for a summary of the laboratory data.

Soil and groundwater samples described in this document were collected into laboratory clean glassware, maintained at four degrees Celsius, and delivered to York Analytical Laboratories, Inc., located in Stratford, CT, for analysis. The soil sample was analyzed by EPA Method 8260 and EPA Method 8270, modified for CP-51 compounds only. The groundwater sample was analyzed by EPA Method 8260, modified for CP-51 compounds only.

The post-remediation soil and groundwater samples, presented with this document, demonstrate a successful soil remediation. It is the opinion of TE that no further remedial actions are required for the subject site. TE believes that the previous action successfully eliminated impacted soils. Therefore, Taylor Environment, Inc., on behalf of 57-00 47th Street, LLC, requests closure of the active NYSDEC Spill Case 0808170. The request for closure is based on the remediation performed and the data presented in this report and by data submitted by Environmental Management Solutions, Inc.

This report has been prepared for the use of the NYSDEC, 57-00 47th Street, LLC, and/or pertinent parties associated with the subject site. Reasonable due diligence was exercised by the staff of Taylor Environment Inc. in conducting the research and investigation necessary for the development of this report. The conclusions provided by Taylor Environment Inc. in this report are based solely on the information reported in this document. Results of future subsurface investigations may result in a modification of the conclusions stated above. The conclusions presented herein are based upon the current regulatory climate and may require revision if future regulatory changes occur. This investigation and preparation of this report has been conducted in accordance with generally accepted practices. No other warranty, expressed or implied, is made.

If you have any questions regarding this report, please contact Scott Taylor at (845) 877-3840.

Sincerely,

A handwritten signature in black ink, appearing to be "Scott Taylor", is written over a horizontal line.

Scott Taylor
Senior Environmental Scientist
Taylor Environment, Inc.

Taylor Environment, Inc.
24 Wing Avenue
Dover Plains, New York 12522
Telephone/Fax (845) 877-3840
E-Mail taylor@optonline.net

Taylord Environment, Inc.

Table 1 Soil & Groundwater Sample Summary 5700 47th Street, LLC Collected July 19, 2012 Concentration Given in Parts Per Billion				
Volatile Organic Compounds	Monitoring Well Soil	Monitoring Well Ground Water	CP-51	TAGM #4046
1,2,4-Trimethylbenzene	2.7	1.8	3,600	5
1,3,5-Trimethylbenzene	3.0	ND	8,400	5
Benzene	ND	1.3	60	0.7
Ethylbenzene	2.6	3.0	1,000	5
Isopropylbenzene	ND	ND	2,300	5
MTBE	ND	9.9	930	10
Naphthalene	7.5	4.2	12,000	10
n-Butylbenzene	2.1	ND	12,000	5
n-Propylbenzene	1.9	ND	3,900	5
o-Xylene	4.0	1.1	NA	5
p- & m-Xylenes	3.8	1.4	NA	5
p-Isopropyltoluene	ND	ND	10,000	5
sec-Butylbenzene	ND	ND	11,000	5
tert-Butylbenzene	ND	ND	5,900	5
Toluene	2.1	0.97	700	5
Xylene (Mixed)	7.8	2.5	260	5
Semi-Volatile Organic Compounds			CP-51	TAGM #4046
Acenaphthene	ND	ND	20,000	5
Acenaphthylene	ND	ND	100,000	5
Anthracene	810	ND	100,000	0.7
Benzo[a]anthracene	880	ND	1,000	5
Benzo[a]pyrene	630	ND	1,000	5
Benzo[b]fluoranthene	ND	ND	1,000	10
Benzo[g,h,i]perylene	ND	ND	100,000	10
Benzo[k]fluoranthene	ND	ND	800	5
Chrysene	1,000	ND	1,000	5
Dibenzo[a,h]anthracene	ND	ND	330	5
Fluoranthene	2,500	3.3	100,000	5
Fluorene	1,000	ND	100,000	5
Indeno[1,2,3-cd]pyrene	ND	ND	500	5
Naphthalene	ND	ND	12,000	5
Phenanthrene	3,800	3.7	100,000	5
Pyrene	2,100	3.3	100,000	5
Note:				
All Analytes are compared to Appendix A of TAGM #4046 For Groundwater & CP-51 For Soil				
1) Concentrations in Bold Exceed Both NYSDEC Guidance Values				
2) ND = None Detect				
3) NA = Not Analyzed				



Not To Scale

Technical Report

prepared for:

Taylord Environment, Inc.
24 Wing Avenue
Dover Plains NY, 12522
Attention: Scott Taylor

Report Date: 07/31/2012
Client Project ID: 5700 47th St. LLC 57-00 47th St. Maspeth, NY
York Project (SDG) No.: 12G0633

CT License No. PH-0723

New Jersey License No. CT-005



New York License No. 10854

PA License No. 68-04440

Report Date: 07/31/2012
Client Project ID: 5700 47th St. LLC 57-00 47th St. Maspeth, NY
York Project (SDG) No.: 12G0633

Taylor Environment, Inc.
24 Wing Avenue
Dover Plains NY, 12522
Attention: Scott Taylor

Purpose and Results

This report contains the analytical data for the sample(s) identified on the attached chain-of-custody received in our laboratory on July 20, 2012 and listed below. The project was identified as your project: **5700 47th St. LLC 57-00 47th St. Maspeth, NY.**

The analyses were conducted utilizing appropriate EPA, Standard Methods, and ASTM methods as detailed in the data summary tables.

All samples were received in proper condition meeting the customary acceptance requirements for environmental samples except those indicated under the Notes section of this report.

All analyses met the method and laboratory standard operating procedure requirements except as indicated by any data flags, the meaning of which are explained in the attachment to this report, and case narrative if applicable.

The results of the analyses, which are all reported on dry weight basis (soils) unless otherwise noted, are detailed in the following pages.

Please contact Client Services at 203.325.1371 with any questions regarding this report.

<u>York Sample ID</u>	<u>Client Sample ID</u>	<u>Matrix</u>	<u>Date Collected</u>	<u>Date Received</u>
12G0633-01	Monitoring Well	Water	07/19/2012	07/20/2012
12G0633-02	Monitoring Well @11'	Soil	07/19/2012	07/20/2012

General Notes for York Project (SDG) No.: 12G0633

1. The RLs and MDLs (Reporting Limit and Method Detection Limit respectively) reported are adjusted for any dilution necessary due to the levels of target and/or non-target analytes and matrix interference. The RL(REPORTING LIMIT) is based upon the lowest standard utilized for the calibration where applicable.
2. Samples are retained for a period of thirty days after submittal of report, unless other arrangements are made.
3. York's liability for the above data is limited to the dollar value paid to York for the referenced project.
4. This report shall not be reproduced without the written approval of York Analytical Laboratories, Inc.
5. All samples were received in proper condition for analysis with proper documentation, unless otherwise noted.
6. All analyses conducted met method or Laboratory SOP requirements. See the Qualifiers and/or Narrative sections for further information.
7. It is noted that no analyses reported herein were subcontracted to another laboratory, unless noted in the report.
8. This report reflects results that relate only to the samples submitted on the attached chain-of-custody form(s) received by York.

Approved By:



Robert Q. Bradley
Executive Vice President / Laboratory Director

Date: 07/31/2012

YORK

Sample Information

Client Sample ID: Monitoring Well

York Sample ID: 12G0633-01

York Project (SDG) No. 12G0633	Client Project ID 5700 47th St. LLC 57-00 47th St. Maspeth, NY	Matrix Water	Collection Date/Time July 19, 2012 3:00 pm	Date Received 07/20/2012
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Volatile Organics, CP-51 (formerly STARS) List

Log-in Notes:

Sample Notes:

Sample Prepared by Method: EPA 5030B

CAS No.	Parameter	Result	Flag	Units	MDL	RL	Dilution	Reference Method	Date/Time Prepared	Date/Time Analyzed	Analyst
95-63-6	1,2,4-Trimethylbenzene	1.8	J	ug/L	0.41	5.0	1	EPA SW846-8260B	07/24/2012 08:31	07/24/2012 14:31	SS
108-67-8	1,3,5-Trimethylbenzene	ND		ug/L	0.48	5.0	1	EPA SW846-8260B	07/24/2012 08:31	07/24/2012 14:31	SS
71-43-2	Benzene	1.3	J	ug/L	0.30	5.0	1	EPA SW846-8260B	07/24/2012 08:31	07/24/2012 14:31	SS
100-41-4	Ethyl Benzene	3.0	J	ug/L	0.25	5.0	1	EPA SW846-8260B	07/24/2012 08:31	07/24/2012 14:31	SS
98-82-8	Isopropylbenzene	ND		ug/L	0.63	5.0	1	EPA SW846-8260B	07/24/2012 08:31	07/24/2012 14:31	SS
1634-04-4	Methyl tert-butyl ether (MTBE)	9.9		ug/L	0.53	5.0	1	EPA SW846-8260B	07/24/2012 08:31	07/24/2012 14:31	SS
91-20-3	Naphthalene	4.2	J	ug/L	1.2	10	1	EPA SW846-8260B	07/24/2012 08:31	07/24/2012 14:31	SS
104-51-8	n-Butylbenzene	ND		ug/L	0.30	5.0	1	EPA SW846-8260B	07/24/2012 08:31	07/24/2012 14:31	SS
103-65-1	n-Propylbenzene	ND		ug/L	0.54	5.0	1	EPA SW846-8260B	07/24/2012 08:31	07/24/2012 14:31	SS
95-47-6	o-Xylene	1.1	J	ug/L	0.21	5.0	1	EPA SW846-8260B	07/24/2012 08:31	07/24/2012 14:31	SS
1330-20-7P/M	p- & m- Xylenes	1.4	J	ug/L	0.53	10	1	EPA SW846-8260B	07/24/2012 08:31	07/24/2012 14:31	SS
99-87-6	p-Isopropyltoluene	ND		ug/L	0.34	5.0	1	EPA SW846-8260B	07/24/2012 08:31	07/24/2012 14:31	SS
135-98-8	sec-Butylbenzene	ND		ug/L	0.59	5.0	1	EPA SW846-8260B	07/24/2012 08:31	07/24/2012 14:31	SS
98-06-6	tert-Butylbenzene	ND		ug/L	1.4	5.0	1	EPA SW846-8260B	07/24/2012 08:31	07/24/2012 14:31	SS
108-88-3	Toluene	0.97	J	ug/L	0.17	5.0	1	EPA SW846-8260B	07/24/2012 08:31	07/24/2012 14:31	SS
1330-20-7	Xylenes, Total	2.5	J	ug/L	0.55	15	1	EPA SW846-8260B	07/24/2012 08:31	07/24/2012 14:31	SS

Semi-Volatiles, CP-51 (formerly STARS) List

Log-in Notes:

Sample Notes: EXT-EM

Sample Prepared by Method: EPA 3510C

CAS No.	Parameter	Result	Flag	Units	MDL	RL	Dilution	Reference Method	Date/Time Prepared	Date/Time Analyzed	Analyst
83-32-9	Acenaphthene	ND		ug/L	2.1	5.9	1	EPA SW-846 8270C	07/24/2012 07:21	07/25/2012 18:46	SR
208-96-8	Acenaphthylene	ND		ug/L	2.0	5.9	1	EPA SW-846 8270C	07/24/2012 07:21	07/25/2012 18:46	SR
120-12-7	Anthracene	ND		ug/L	1.4	5.9	1	EPA SW-846 8270C	07/24/2012 07:21	07/25/2012 18:46	SR
56-55-3	Benzo(a)anthracene	ND		ug/L	1.5	5.9	1	EPA SW-846 8270C	07/24/2012 07:21	07/25/2012 18:46	SR
50-32-8	Benzo(a)pyrene	ND		ug/L	1.5	5.9	1	EPA SW-846 8270C	07/24/2012 07:21	07/25/2012 18:46	SR
205-99-2	Benzo(b)fluoranthene	ND		ug/L	1.7	5.9	1	EPA SW-846 8270C	07/24/2012 07:21	07/25/2012 18:46	SR
191-24-2	Benzo(g,h,i)perylene	ND		ug/L	2.0	5.9	1	EPA SW-846 8270C	07/24/2012 07:21	07/25/2012 18:46	SR
207-08-9	Benzo(k)fluoranthene	ND		ug/L	2.2	5.9	1	EPA SW-846 8270C	07/24/2012 07:21	07/25/2012 18:46	SR
218-01-9	Chrysene	ND		ug/L	1.7	5.9	1	EPA SW-846 8270C	07/24/2012 07:21	07/25/2012 18:46	SR
53-70-3	Dibenzo(a,h)anthracene	ND		ug/L	1.8	5.9	1	EPA SW-846 8270C	07/24/2012 07:21	07/25/2012 18:46	SR
206-44-0	Fluoranthene	3.3	J	ug/L	1.5	5.9	1	EPA SW-846 8270C	07/24/2012 07:21	07/25/2012 18:46	SR
86-73-7	Fluorene	ND		ug/L	2.2	5.9	1	EPA SW-846 8270C	07/24/2012 07:21	07/25/2012 18:46	SR
193-39-5	Indeno(1,2,3-cd)pyrene	ND		ug/L	2.0	5.9	1	EPA SW-846 8270C	07/24/2012 07:21	07/25/2012 18:46	SR
91-20-3	Naphthalene	ND		ug/L	2.3	5.9	1	EPA SW-846 8270C	07/24/2012 07:21	07/25/2012 18:46	SR
85-01-8	Phenanthrene	3.7	J	ug/L	1.6	5.9	1	EPA SW-846 8270C	07/24/2012 07:21	07/25/2012 18:46	SR
129-00-0	Pyrene	3.3	J	ug/L	2.0	5.9	1	EPA SW-846 8270C	07/24/2012 07:21	07/25/2012 18:46	SR

Sample Information

Client Sample ID: Monitoring Well

York Sample ID: 12G0633-01

<u>York Project (SDG) No.</u> 12G0633	<u>Client Project ID</u> 5700 47th St. LLC 57-00 47th St. Maspeth, NY	<u>Matrix</u> Water	<u>Collection Date/Time</u> July 19, 2012 3:00 pm	<u>Date Received</u> 07/20/2012
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Sample Information

Client Sample ID: Monitoring Well @11'

York Sample ID: 12G0633-02

<u>York Project (SDG) No.</u> 12G0633	<u>Client Project ID</u> 5700 47th St. LLC 57-00 47th St. Maspeth, NY	<u>Matrix</u> Soil	<u>Collection Date/Time</u> July 19, 2012 3:00 pm	<u>Date Received</u> 07/20/2012
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Volatile Organics, CP-51 (formerly STARS) List

Log-in Notes:

Sample Notes:

Sample Prepared by Method: EPA 5035B

CAS No.	Parameter	Result	Flag	Units	MDL	RL	Dilution	Reference Method	Date/Time Prepared	Date/Time Analyzed	Analyst
95-63-6	1,2,4-Trimethylbenzene	2.7	J	ug/kg dry	1.2	11	1	EPA SW846-8260B	07/27/2012 08:35	07/27/2012 13:54	SS
108-67-8	1,3,5-Trimethylbenzene	3.0	J	ug/kg dry	0.96	11	1	EPA SW846-8260B	07/27/2012 08:35	07/27/2012 13:54	SS
71-43-2	Benzene	ND		ug/kg dry	1.1	11	1	EPA SW846-8260B	07/27/2012 08:35	07/27/2012 13:54	SS
100-41-4	Ethyl Benzene	2.6	J	ug/kg dry	0.63	11	1	EPA SW846-8260B	07/27/2012 08:35	07/27/2012 13:54	SS
98-82-8	Isopropylbenzene	ND		ug/kg dry	1.1	11	1	EPA SW846-8260B	07/27/2012 08:35	07/27/2012 13:54	SS
1634-04-4	Methyl tert-butyl ether (MTBE)	ND		ug/kg dry	0.79	11	1	EPA SW846-8260B	07/27/2012 08:35	07/27/2012 13:54	SS
91-20-3	Naphthalene	7.5	J	ug/kg dry	2.3	22	1	EPA SW846-8260B	07/27/2012 08:35	07/27/2012 13:54	SS
104-51-8	n-Butylbenzene	2.1	J	ug/kg dry	0.94	11	1	EPA SW846-8260B	07/27/2012 08:35	07/27/2012 13:54	SS
103-65-1	n-Propylbenzene	1.9	J	ug/kg dry	0.90	11	1	EPA SW846-8260B	07/27/2012 08:35	07/27/2012 13:54	SS
95-47-6	o-Xylene	4.0	J	ug/kg dry	0.79	11	1	EPA SW846-8260B	07/27/2012 08:35	07/27/2012 13:54	SS
1330-20-7P/M	p- & m- Xylenes	3.8	J	ug/kg dry	2.0	22	1	EPA SW846-8260B	07/27/2012 08:35	07/27/2012 13:54	SS
99-87-6	p-Isopropyltoluene	ND		ug/kg dry	0.66	11	1	EPA SW846-8260B	07/27/2012 08:35	07/27/2012 13:54	SS
135-98-8	sec-Butylbenzene	ND		ug/kg dry	1.0	11	1	EPA SW846-8260B	07/27/2012 08:35	07/27/2012 13:54	SS
98-06-6	tert-Butylbenzene	ND		ug/kg dry	1.0	11	1	EPA SW846-8260B	07/27/2012 08:35	07/27/2012 13:54	SS
108-88-3	Toluene	2.1	J	ug/kg dry	0.83	11	1	EPA SW846-8260B	07/27/2012 08:35	07/27/2012 13:54	SS
1330-20-7	Xylenes, Total	7.8	J	ug/kg dry	1.3	32	1	EPA SW846-8260B	07/27/2012 08:35	07/27/2012 13:54	SS

Semi-Volatiles, CP-51 (formerly STARS) List

Log-in Notes:

Sample Notes:

Sample Prepared by Method: EPA 3550B

CAS No.	Parameter	Result	Flag	Units	MDL	RL	Dilution	Reference Method	Date/Time Prepared	Date/Time Analyzed	Analyst
83-32-9	Acenaphthene	ND		ug/kg dry	490	1300	5	EPA SW-846 8270C	07/24/2012 09:59	07/27/2012 10:39	SR
208-96-8	Acenaphthylene	ND		ug/kg dry	650	1300	5	EPA SW-846 8270C	07/24/2012 09:59	07/27/2012 10:39	SR
120-12-7	Anthracene	810	J	ug/kg dry	730	1300	5	EPA SW-846 8270C	07/24/2012 09:59	07/27/2012 10:39	SR
56-55-3	Benzo(a)anthracene	880	J	ug/kg dry	500	1300	5	EPA SW-846 8270C	07/24/2012 09:59	07/27/2012 10:39	SR
50-32-8	Benzo(a)pyrene	630	J	ug/kg dry	530	1300	5	EPA SW-846 8270C	07/24/2012 09:59	07/27/2012 10:39	SR
205-99-2	Benzo(b)fluoranthene	ND		ug/kg dry	1100	1300	5	EPA SW-846 8270C	07/24/2012 09:59	07/27/2012 10:39	SR
191-24-2	Benzo(g,h,i)perylene	ND		ug/kg dry	450	1300	5	EPA SW-846 8270C	07/24/2012 09:59	07/27/2012 10:39	SR
207-08-9	Benzo(k)fluoranthene	ND		ug/kg dry	1300	1300	5	EPA SW-846 8270C	07/24/2012 09:59	07/27/2012 10:39	SR
218-01-9	Chrysene	1000	J	ug/kg dry	620	1300	5	EPA SW-846 8270C	07/24/2012 09:59	07/27/2012 10:39	SR
53-70-3	Dibenzo(a,h)anthracene	ND		ug/kg dry	540	1300	5	EPA SW-846 8270C	07/24/2012 09:59	07/27/2012 10:39	SR
206-44-0	Fluoranthene	2500		ug/kg dry	790	1300	5	EPA SW-846 8270C	07/24/2012 09:59	07/27/2012 10:39	SR

YORK

ANALYTICAL LABORATORIES, INC.

Sample Information

Client Sample ID: Monitoring Well @11'

York Sample ID: 12G0633-02

York Project (SDG) No.

Client Project ID

Matrix

Collection Date/Time

Date Received

12G0633

5700 47th St. LLC 57-00 47th St. Maspeth, NY

Soil

July 19, 2012 3:00 pm

07/20/2012

Semi-Volatiles, CP-51 (formerly STARS) List

Log-in Notes:

Sample Notes:

Sample Prepared by Method: EPA 3550B

CAS No.	Parameter	Result	Flag	Units	MDL	RL	Dilution	Reference Method	Date/Time Prepared	Date/Time Analyzed	Analyst
86-73-7	Fluorene	1000	J	ug/kg dry	650	1300	5	EPA SW-846 8270C	07/24/2012 09:59	07/27/2012 10:39	SR
193-39-5	Indeno(1,2,3-cd)pyrene	ND		ug/kg dry	610	1300	5	EPA SW-846 8270C	07/24/2012 09:59	07/27/2012 10:39	SR
91-20-3	Naphthalene	ND		ug/kg dry	330	1300	5	EPA SW-846 8270C	07/24/2012 09:59	07/27/2012 10:39	SR
85-01-8	Phenanthrene	3800		ug/kg dry	700	1300	5	EPA SW-846 8270C	07/24/2012 09:59	07/27/2012 10:39	SR
129-00-0	Pyrene	2100		ug/kg dry	550	1300	5	EPA SW-846 8270C	07/24/2012 09:59	07/27/2012 10:39	SR

Total Solids

Log-in Notes:

Sample Notes:

Sample Prepared by Method: % Solids Prep

CAS No.	Parameter	Result	Flag	Units	MDL	RL	Dilution	Reference Method	Date/Time Prepared	Date/Time Analyzed	Analyst
solids	% Solids	92.9		%	0.100	0.100	1	SM 2540G	07/26/2012 13:37	07/26/2012 13:37	JCC

Notes and Definitions

J Detected below the Reporting Limit but greater than or equal to the Method Detection Limit (MDL); therefore, the result is an estimated concentration.

EXT-EM The sample exhibited emulsion formation during the extraction process. This may affect surrogate recoveries.

ND Analyte NOT DETECTED at the stated Reporting Limit (RL) or above.

RL REPORTING LIMIT - the minimum reportable value based upon the lowest point in the analyte calibration curve.

MDL METHOD DETECTION LIMIT - the minimum concentration that can be measured and reported with a 99% confidence that the concentration is greater than zero. If requested or required, a value reported below the RL and above the MDL is considered estimated and is noted with a "J" flag.

NR Not reported

RPD Relative Percent Difference

Wet The data has been reported on an as-received (wet weight) basis

Low Bias Low Bias flag indicates that the recovery of the flagged analyte is below the laboratory or regulatory lower control limit. The data user should take note that this analyte may be biased low but should evaluate multiple lines of evidence including the LCS and site-specific MS/MSD data to draw bias conclusions. In cases where no site-specific MS/MSD was requested, only the LCS data can be used to evaluate such bias.

High Bias High Bias flag indicates that the recovery of the flagged analyte is above the laboratory or regulatory upper control limit. The data user should take note that this analyte may be biased high but should evaluate multiple lines of evidence including the LCS and site-specific MS/MSD data to draw bias conclusions. In cases where no site-specific MS/MSD was requested, only the LCS data can be used to evaluate such bias.

Non-Dir. Non-dir. flag (Non-Directional Bias) indicates that the Relative Percent Difference (RPD) (a measure of precision) among the MS and MSD data is outside the laboratory or regulatory control limit. This alerts the data user where the MS and MSD are from site-specific samples that the RPD is high due to either non-homogeneous distribution of target analyte between the MS/MSD or indicates poor reproducibility for other reasons.

If EPA SW-846 method 8270 is included herein it is noted that the target compound N-nitrosodiphenylamine (NDPA) decomposes in the gas chromatographic inlet and cannot be separated from diphenylamine (DPA). These results could actually represent 100% DPA, 100% NDPA or some combination of the two. For this reason, York reports the combined result for n-nitrosodiphenylamine and diphenylamine for either of these compounds as a combined concentration as Diphenylamine.

YORK

ANALYTICAL LABORATORIES, INC.

120 RESEARCH DR. STRATFORD, CT 06615
(203) 325-1371 FAX (203) 357-0166**Field Chain-of-Custody Record**Page 1 of 1NOTE: York's Std. Terms & Conditions are listed on the back side of this document.
This document serves as your written authorization to York to proceed with the analyses requested and your signature binds you to York's Std. Terms & Conditions unless superseded by written contract.York Project No. 1260633

YOUR Information		Report To:	Invoice To:	YOUR Project ID	Turn-Around Time	Report Type
Company: <u>Taylor</u>	Company: <u>Taylor</u>	Company: <u>Taylor</u>	Company: <u>Taylor</u>	<u>5700 47th Street LLC</u>	RUSH - Same Day	Summary Report
Address: <u>Enu</u>	Address: <u>Enu</u>	Address: <u>Enu</u>	Address: <u>Enu</u>	<u>57-00 47th Street</u>	RUSH - Next Day	Summary w/ QA Summary
Phone No.:	Phone No.:	Phone No.:	Phone No.:	<u>Maspeth, NJ</u>	RUSH - Two Day	CT RCP Package
Contact Person:	Attention:	Attention:	Attention:	Purchase Order No.	RUSH - Three Day	CT RCP DQA/DUE Pkg
E-Mail Address:	E-Mail Address:	E-Mail Address:	E-Mail Address:	Samples from: CT <u>NY</u> NJ	RUSH - Four Day	NY ASP A Package
					Standard(5-7 Days) <u>X</u>	NY ASP B Package
						NJDEP Red. Deliv.

Print Clearly and Legibly. All Information must be complete.
Samples will NOT be logged in and the turn-around time clock will not begin until any questions by York are resolved.

Samples Collected/Authorized By (Signature)

Scott Taylor

Name (printed)

Matrix Codes		Volatiles		Semi-Vols.	Pest/PCB/Herb	Metals	Misc. Org.	Full Lists	Misc.
S - soil	8260 full	TICs	8270 & 625	8082 PCB	RCRA8	TPH GRO	Pri. Poll.	Com. Str.	Simple Excel
Other - specify (oil, etc.)	624	Site Spec.	STARS list	8081 Pest	PP13 list	TPH DRO	Tox. L. Organisms	Reactivity	NYSDEC EQuIS
WW - wastewater	STARS list	Nassau Co.	BN Only	8151 Herb	TAL	CT ETPH	Ext. Spec. N	Ignitability	EQuIS (std)
GW - groundwater	BTEN	Sutro Co.	Acids Only	CT RCP	CT15 list	NY 310-13	Full TCLP	Flash Point	EZ-EDD (EQuIS)
DW - drinking water	MTBE	Ketones	PAH list	App. IX	TAGM list	TPH 1664	Full App. IX	Sieve Anal.	NJDEP SRP HazSite EDD
Air-A - ambient air	TCL list	Oxygens	TAGM list	Site Spec.	NJDEP list	Air TO14A	Part 300 Routine	Heterotrophs	GIS KEY (std)
Air-SV - soil vapor	TAGM list	TCLP list	CT RCP list	SPLP or TCLP	Total	Air TO15	Part 300 Baseline	TOX	Other
	CT RCP list	524.2	TCL list	TCLP list	Dissolved	Air STARS	Part 300 Baseline	BTU/Lb	York Regulatory Comparison
	Arom. only	502.2	NJDEP list	TCLP Herb	SPLP or TCLP	Air VPH	Part 300 Baseline	Aqueous Tox.	Excel Spreadsheet
	Halog. only	NJDEP list	App. IX	Chlordane	Ind. Metals	Air Pb +	NY DEP Source	TOX	(Compare to the following Regs. (please fill in))
	App. IX list	SPLP or TCLP	TCLP BNA	608 Pest	LIST Below	Methane	NYSDEC Source	Asbestos	
	8021B list	SPLP or TCLP	608 PCB			Heliogen	TAGM	Silica	

Sample Identification	Date Sampled	Sample Matrix	Choose Analyses Needed from the Menu Above and Enter Below	Container Description(s)
<u>Monitoring well 7/19/12</u>	<u>7/19/12</u>	<u>GW</u>	<u>8760/8770 CP-51 compounds only</u>	<u>(2) 40 1 L</u>
<u>Monitoring well @ 11'</u>	<u>7/19/12</u>	<u>S</u>	<u>↓</u>	<u>(1) 40 1 L</u>

Comments

CP-51 compounds only

Preservation	4°C	Frozen	HCl	MeOH	HNO ₃	H ₂ SO ₄	NaOH	Temperature on Receipt
Check those Applicable								
Special Instructions								
Field Filtered								
Lab to Filter								
Samples Relinquished By								
Samples Relinquished By								
Samples Received By								
Samples Received in LAB by								

Chin C7/20/12Grace7-20-129.2015304.3 °C



December 10, 1997

NYS Department of Environmental Conservation - Region II
Bureau of Spill Prevention and Response, Field Office
222-34 96TH Avenue
Queens Village, N.Y. 11429

Attn.: Mr. Chris Tomasello

RE: Island Transportation Corp., 5700 47TH Street, Maspeth, N.Y.
Spill # 97-09690

Dear Mr. Tomasello:

As part of a property transaction, a subsurface investigation was performed at the above-referenced location. Impact Environmental of Kings Park, New York utilized a geoprobe to collect soil and groundwater samples around suspected areas of concern (AOC's). The AOC's identified by the geoprobe investigation included the following locations: an underground diesel storage tank (SP-1), an underground fuel oil storage tank (SP-4/SP-5) and petroleum contaminated soil and groundwater (SP-13) located to the west of the building. The New York State Department of Environmental Conservation (NYSDEC) was subsequently notified and Spill #97-09690 was issued. A site map depicting the boring and test pit locations is attached.

As per our site meeting of December 4, 1997, Milro Associates, Inc. was contracted by Blue Water Environmental, Inc. to excavate a series of test pits to a depth of ten feet below grade. The test pits (TP) correspond to the soil probe (SP) locations advanced by Impact Environmental. TP-1 was located on the apparent downgradient side of the diesel tank. TP-4 and TP-5 were located on the apparent up and downgradient sides of the fuel oil tank, respectively. As per your inspection, no further action was required at these locations. TP-13 was located on the west side of the building. Petroleum contaminated soil and a sheen were observed. Milro excavated to a depth of seventeen feet below grade and removed approximately 210 cubic yards of contaminated soil. A vacuum truck was used to recover the sheen. Upon completion of these remedial activities, your inspection concluded that no further action was required at this location. This excavation was backfilled with clean fill and restored to its original condition.

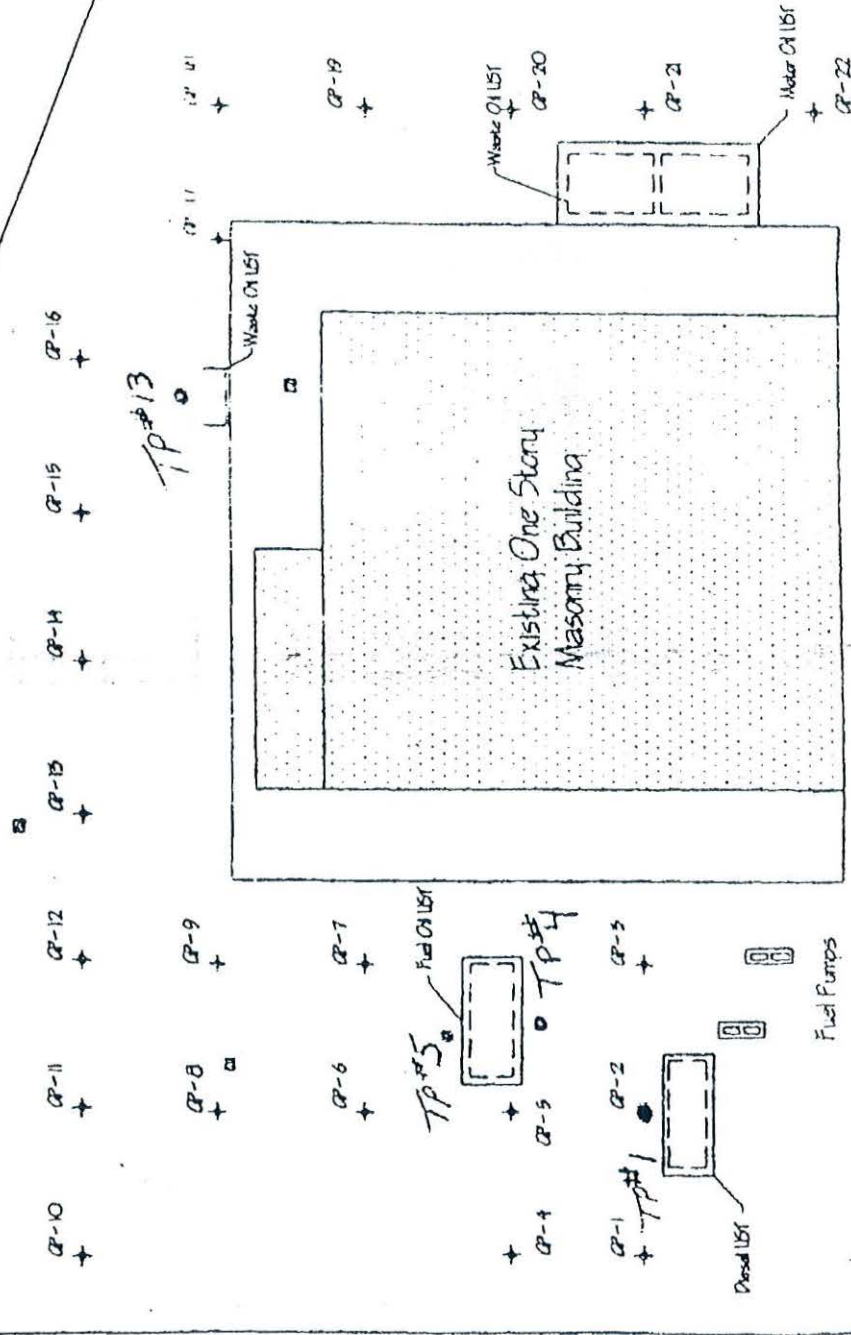
Prior to completing the site restoration you observed surficial staining along the western property line adjacent to Newtown Creek. At your request this contaminated soil was immediately addressed. Approximately 15 cubic yards of contaminated soil was removed. Disposal of all contaminated soils was managed by Blue Water Environmental.



Newtown

Creek

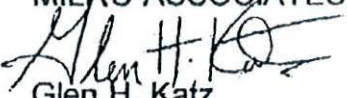
47th Street



Mr. Chris Tomasello
December 10, 1997
Page 2

As per your December 4, 1997, site visit no further action has been required at the site. Therefore, Milro Associates, Inc. requests formal closure of the above-referenced spill number. Please do not hesitate to contact me at (516) 379-1500 if you have any questions or require additional information.

Very truly yours,
MILRO ASSOCIATES, INC.


Glen H. Katz
Senior Hydrogeologist

cc: S. Spatafora, Blue Water



**New York State Department of Environmental Conservation
Bureau of Spill Prevention and Response Field Office
222-34 96TH Avenue, Queens Village NY 11429
(718) 776-8080, 217-2463 FAX: (718) 740-6537**



John P Cahill
Commissioner

January 8, 1998

Glen Katz
Hydro geologist
Milro Associates Inc.
41 Hanson Avenue
Freeport, NY 111520

RE: Island Transportation Site
5700 47 Th Street
Maspeth, NY
Spill Number: 97-09690

Mr. Katz:

I have reviewed the closure report, dated 12/10/97, submitted for the Island Transportation's Maspeth site, referenced above. A site inspection, and subsequent review of this report, finds that the site was remediated to an extent acceptable by the Department, adequate to address the incident which prompted the assignment of this Spill Number. No further action is necessary at this site.

Please be advised that this letter is to serve only as an approval of the nature and extent of the investigation and remediation performed, with regard to this specific spill incident.. It does not, in any way, exempt the spiller or property owners, or this site, from future, or unforeseen, environmental problems; either directly related, or unrelated to the contamination source which initiated this remediation.

This Spill Number, and case, will be closed at the next possible opportunity. If there are any question related to this matter, please feel free to call me.

Sincerely,

Christopher P. Tomasello, IH
Environmental Program Specialist I